

Exhibit M

Asset and Stock Transfer Agreement

PRELIMINARY DRAFT
SUBJECT TO MODIFICATION
FINAL VERSION MUST BE ACCEPTABLE TO FIRST LIEN STEERING COMMITTEE
AND RHODES ENTITIES PURSUANT TO MEDIATION SETTLEMENT

**PRELIMINARY DRAFT -
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MEDIATION SETTLEMENT**

ASSET AND SHARE TRANSFER AGREEMENT

THIS ASSET AND SHARE TRANSFER AGREEMENT (this "*Agreement*"), dated [redacted], 2009, is by and among Rhodes Homes Arizona Properties, LLC, a [redacted] limited liability company, Rhodes Homes Arizona, LLC, a [redacted] limited liability company and Elkhorn Investments, Inc., a [redacted] corporation (together, the "*Arizona Entities*"), [Newco], a Delaware limited liability company ("*Newco*"), [redacted]¹ (the "*Rhodes Entities*"), and James M. Rhodes ("*Rhodes*", and, together with the Arizona Entities, and the Rhodes Entities, the "*Parties*").

RECITALS

A. On either March 31, 2009 or April 1, 2009, the Arizona Entities, as well as certain other affiliated entities, each filed voluntary petitions for relief under chapter 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "*Bankruptcy Code*").

B. On September 25, 2009, a Plan of Reorganization and Disclosure Statement (the "*Plan*") was filed on behalf of the Arizona Entities as well as certain other affiliated entities pursuant to the Bankruptcy Code.

C. Pursuant to the Plan, the Arizona Entities are required to transfer to the Rhodes Entities the assets set forth on Schedule I to this Agreement (the "*Arizona Assets*").

D. Pursuant to the Plan, the Rhodes Entities are required to transfer to Newco all of the issued and outstanding Equity Interests (the "*Transferred Shares*") of Rhodes Ranch Golf Course, Inc., a [redacted] corporation ("*GCI*"), and certain other assets relating to the operation of the golf course situated within the Rhodes Ranch master-planned community located in the southwestern Las Vegas valley (the "*Rhodes Ranch Golf Course*"). "*Equity Interests*" shall mean all capital stock, membership interests, options, warrants, exchangeable or

¹ *IDENTITY OF OWNERS OF GCI STOCK TO BE DETERMINED. WILL THIS BE THE SAME PERSON TO WHOM THE ARIZONA ASSETS WILL BE TRANSFERRED?*

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convertible securities, subscription rights, exchange rights, preemptive rights, stock appreciation rights, phantom stock, profit participation or similar rights, or any other right or instrument pursuant to which any person may be entitled to purchase any security.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the respective representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as set forth below.

ARTICLE I TRANSFER OF ARIZONA ASSETS AND TRANSFERRED SHARES²

1.1 Transfer of Arizona Assets.

(a) Transfer. The Arizona Entities hereby transfer and deliver to the Rhodes Entities, and the Rhodes Entities hereby accept all right, title and interest in and to all of the Arizona Assets, free and clear of all claims, liens, pledges, restrictions, options, charges, rights of first refusal, preemptive rights, easements, security interests, deeds of trust, mortgages, rights-of-way, encroachments, or encumbrances, whether voluntarily incurred or arising by operation of law, (collectively, "*Encumbrances*"), except for such Encumbrances set forth on Schedule 1.1(a).³

(b) Assumed Liabilities. The Rhodes Entities hereby assume and become responsible for the following liabilities and obligations of the Arizona Entities (collectively, the "*Assumed Liabilities*"): (i) all liabilities under the contracts listed on Schedule 1.1(b)(i) (the "*Assumed Contracts*") whether arising before or after the Closing, (ii) all liabilities under the leases listed on Schedule 1.1(b)(ii) (the "*Assumed Leases*") whether arising before or after the Closing and (iii) any amounts required by section 365(b)(1) of the Bankruptcy Code to cure any defaults by the relevant Arizona Entities under an Assumed Contract or Assumed Lease and to pay any actual pecuniary losses that have resulted from such defaults under such Assumed Contract and Assumed Leases.

1.2 Transferred Shares. The Rhodes Entities hereby transfer and deliver to Newco, and Newco hereby accepts, all of the Transferred Shares free and clear of all Encumbrances.

1.3 Transfer of Cell Tower Contracts. The Rhodes Entities hereby assign to, and Newco hereby assumes and becomes responsible for, all rights, benefits and obligations under any agreements, contracts, leases, licenses, obligations, or other commitments, whether oral or written, and any and all amendments thereto (each, a "*Contract*") relating to the operation of and

² AGREEMENT SUBJECT TO FURTHER REVIEW BY AKIN TAX COUNSEL.

³ SCHEDULE 1.1(a) TO IDENTIFY LIENS TO THE FIRST LIEN LENDERS IN AN AMOUNT NOT TO EXCEED \$60,000.

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revenue generated by any cell towers located on the Rhodes Ranch Golf Course, including, but not limited to, those Contracts listed on Schedule 1.3 (the “*Cell Tower Contracts*”).

1.4 Closing. The closing (the “*Closing*”) of the transactions contemplated hereby (the “*Transactions*”) will take place on the date hereof (the “*Closing Date*”) at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036.

1.5 Deliveries. On the Closing Date,⁴

(a) the applicable Arizona Entities shall deliver or cause to be delivered to the Rhodes Entities:

(i) a bill of sale and an assignment and assumption agreement, each duly executed by the applicable Arizona Entity in the forms of Exhibits A and B hereto; and

(ii) such other bills of sale, certificates of title or origin, deeds, assignments and other instruments of transfer or conveyance or as may be otherwise necessary to evidence and effect the assignment and delivery of the Arizona Assets to the Rhodes Entities;

(b) the Rhodes Entities shall deliver or caused to be delivered to the Arizona Entities:

(i) an assignment and assumption agreement duly executed by each Rhodes Entity in the form of Exhibit B;

(ii) certificates representing the Transferred Shares, duly endorsed in blank (or accompanied by duly executed stock powers);

(iii) a certificate of good standing of GCI in the State of [____], dated no earlier than five (5) days prior to the Closing Date;

(iv) resignations from each director and officer of GCI effective as of the Closing Date;

(v) all necessary third party consents in connection with the transfer of the Cell Tower Contracts;

(vi) an affidavit of non-foreign status that complies with section 1445 of the Internal Revenue Code of 1986, as amended, executed by each of GCI and each Rhodes Entity;

⁴ THIS AGREEMENT CONTEMPLATES A SIMULTANEOUS SIGNING AND CLOSING. IF AN EXECUTORY PERIOD IS NEEDED, CUSTOMARY COVENANTS AND CONDITIONS WILL BE ADDED.

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(vii) all original minute books and stock transfer ledgers of GCI;

(viii) a secretary's certificate of GCI certifying as to the organizational documents of GCI, and the resolutions of the board of directors of GCI approving and authorizing this Agreement and the Transactions; and

(ix) a [Mortgage/Escrow Agreement]⁵ (as defined below), duly executed by Rhodes.

(c) The documents listed in (a) and (b) above shall be referred to as the *"Transaction Documents"*.

1.6 [Non-Assignment of Contracts. Anything contained herein to the contrary notwithstanding, (i) this Agreement shall not constitute an agreement to assign any Assumed Contract or Cell Tower Contract if, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, as applicable, an attempted assignment thereof, without obtaining a consent, would constitute a breach thereof or in any way negatively affect the rights of the Arizona Entities or the Rhodes Entities, as the assignee of such Assumed Contract or Cell Tower Contract and (ii) no breach of this Agreement shall have occurred by virtue of such nonassignment. If, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, as applicable, such consent is required but not obtained, the parties shall, at the sole cost and expense of the assigning party, cooperate with the non-assigning party in any reasonable arrangement designed to provide for the non-transferring party the benefits and obligations of or under any such Assumed Contract or Cell Tower Contract, including enforcement for the benefit of the non-assigning of any and all rights of the assigning party against a third party thereto arising out of the breach or cancellation thereof by such third party.]⁶

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF RHODES AND THE RHODES ENTITIES

Rhodes and each Rhodes Entity, jointly and severally, represents and warrants to the Arizona Entities and Newco that the statements contained in this ARTICLE 2 are true, correct and complete on the Closing Date.

2.1 Organization of Rhodes Entities. Each Rhodes Entity is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. There is no pending, or threatened, action, suit, arbitration, mediation, investigation or similar proceeding (an "*Action*") that would prohibit, materially delay or negatively affect the consummation of the Transactions contemplated hereby. "*Law*" shall mean

⁵ THE RHODES ENTITIES TO ADVISE WHETHER IT WILL PROVIDE \$500,000 IN CASH OR \$2.0 MILLION OF REAL PROPERTY AS COLLATERAL FOR THE PUT RIGHT OBLIGATIONS IN SECTION 4.4.

⁶ TO BE DELETED IF ALL APPLICABLE CONSENTS TO ASSIGN THE CONTRACTS ARE OBTAINED PRIOR TO THE CLOSING DATE.

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any law (statutory, common or otherwise), constitution, ordinance, rule, regulation or executive order of any Governmental Body.

2.2 Authority of Rhodes Entities; Enforceability. Each Rhodes Entity has the relevant entity power and authority necessary to execute and deliver each Transaction Document to which it is a party and to perform and consummate the Transactions. Each Rhodes Entity has taken all action necessary to authorize its execution and delivery of each Transaction Document to which it is a party, the performance of its obligations thereunder and its consummation of the Transactions. Each Transaction Document to which Rhodes or any Rhodes Entity is a party has been duly authorized, executed and delivered by it and is enforceable against it in accordance with its terms.

2.3 No Violation. The execution and the delivery by Rhodes and each Rhodes Entity of this Agreement and the other Transaction Documents to which any of Rhodes or any Rhodes Entity is a party, the performance by it of its obligations hereunder and thereunder, and the consummation of the Transactions by it will not (a) with or without notice or lapse of time, constitute or create a breach or violation of, or default under, any (i) Law enacted, adopted, promulgated or applied by any legislature, agency, bureau, branch, department, division, commission, court, tribunal or other similar recognized organization or body of any federal, state, county, municipal, local or foreign government or other similar recognized organization or body exercising similar powers or authority (a "*Governmental Body*"), (ii) order, ruling, decision, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Body or arbitrator (an "*Order*"), (iii) Contract, or (iv) permit, license, authorization, registration, franchise, approval, certificate, exemption, variance and similar right obtained, or required to be obtained from a Governmental Body (a "*Permit*") to which, in the case of (i), (ii), (iii) or (iv), Rhodes, GCI or any Rhodes Entity is a party or by which it or its assets are bound, or (v) organizational document of any Rhodes Entity as in effect on the Closing Date, (b) require any consent, approval, notification, waiver or other similar action (a "*Consent*") under any Contract or organizational document to which Rhodes, GCI or any Rhodes Entity is a party or by which it or its assets are bound or (c) require any Permit under any Law or Order.

2.4 Capitalization of GCI; Subsidiaries. As of the Closing, GCI has [] authorized shares of common stock, of which [] shares are issued and outstanding, and [] authorized shares of preferred stock, of which [] shares are issued and outstanding. Each Rhodes Entity holds of record and owns beneficially the number of Transferred Shares as set forth next to its name in Schedule 2.4, free and clear of any Encumbrances (other than any restrictions on transfer under the Securities Act of 1933, as amended, and state securities Laws). No Rhodes Entity is a party to any Contract that could require it to sell, transfer, or otherwise dispose of any of the Transferred Shares. No Rhodes Entity is a party to any other Contract with respect to any capital stock of GCI. The Transferred Shares make up all of the issued and outstanding capital stock of GCI. All of the Transferred Shares: (a) have been duly authorized and are validly issued, fully paid, and nonassessable, (b) were issued in compliance with all applicable state and federal securities Laws, and (c) were not issued in breach or violation of, or did not cause as a result of the issuance thereof a default under, any Contract with or right granted to any other person. There are no outstanding options,

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warrants, exchangeable or convertible securities, subscription rights, exchange rights, statutory pre-emptive rights, preemptive rights granted under GCI's organizational documents, stock appreciation rights, phantom stock, profit participation or similar rights, or any other right or instrument pursuant to which any person may be entitled to purchase any security of GCI, and no obligations to issue any rights or instruments. There are no Contracts with respect to the voting or transfer of any of GCI's capital stock. GCI is not obligated to redeem or otherwise acquire any of its Equity Interests. GCI has no subsidiaries and owns no Equity Interests in any other Person, or any other right or instrument pursuant to which GCI may be entitled to purchase any security of any other person.

2.5 Organization of GCI. GCI (a) is a corporation duly organized, validly existing and in good standing under the Laws of [_____], (b) is duly qualified to do business as a foreign corporation and is in good standing under the Laws of each jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification, (c) has the relevant entity power and authority necessary to own or lease its properties and to carry on its businesses as currently conducted and (d) is not in breach or violation of, or default under, any provision of its organizational documents. GCI has never approved or taken any action, nor is there any pending or threatened Action, seeking or otherwise contemplating GCI's dissolution, liquidation, insolvency or rehabilitation.

2.6 Power and Authority of GCI; Enforceability. GCI has the corporate power and authority necessary to execute and deliver each Transaction Document to which it is a party and to perform and consummate the Transactions. GCI has taken all action necessary to authorize the execution and delivery by it of each Transaction Document to which it is a party, the performance of its obligations thereunder, and the consummation by it of the Transactions. Each Transaction Document to which GCI is a party has been duly authorized, executed and delivered by GCI and is enforceable against it in accordance with its terms.

2.7 No Violation; Necessary Approvals. The execution and the delivery by GCI of the Transaction Documents to which it is a party, the performance by GCI of its obligations thereunder and the consummation of the Transactions by it will not (a) with or without notice or lapse of time, constitute, create or result in a breach or violation of, default under, loss of benefit or right under or acceleration of performance of any obligation required under any Law, Order, Contract or Permit to which GCI is a party or by which it is bound or any of its assets are subject, or under any provision of GCI's organizational documents as in effect on the Closing Date, (b) require any Consent under any Contract or organizational document to which it is a party or by which it is bound or any of its assets are subject, (c) require any Permit, (d) trigger any rights of first refusal, preferential purchase or similar rights or (e) cause the recognition of gain or loss for tax purposes with respect to GCI or subject it or its assets to any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, occupation, customs, ad valorem, duties, franchise, withholding, social security, unemployment, real property, personal property, sales, use, transfer, registration, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not ("Taxes").

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2.8 Records. The copies of GCI's organizational documents that were provided to Newco are true, correct and complete and reflect all amendments made through the date hereof. GCI's minute books and other records made available to Newco for review were true, correct and complete as of the date of such review, no further entries have been made through the date of this Agreement, such minute books and records contain the true signatures of the persons purporting to have signed them, and such minute books and records contain an accurate record of all actions of the stockholders, the board of directors and committees of the board of directors of GCI taken by written consent, at a meeting, or otherwise since formation.

2.9 No Indebtedness. Except as set forth on Schedule 2.9, GCI has no (a) indebtedness for borrowed money, (b) obligations for a deferred purchase price, (c) obligations evidenced by notes, bonds, debentures or other similar instruments, (d) indebtedness or obligations created or arising under any conditional sale or other title retention agreement with respect to property acquired by GCI, (e) obligations under capital leases, (f) obligations, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, whether or not drawn, (g) obligations payable under any rate, currency, commodity or other swap, option or derivative agreement, (h) obligations secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property (including accounts and contract rights) owned by GCI, whether or not GCI has assumed or become liable for the payment of such obligation or (i) any obligations of others guaranteed by GCI ((a) through (i), collectively, "*Indebtedness*").

2.10 No Undisclosed Liabilities. GCI does not have any liability or obligation, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or undeterminable or known or unknown, including those arising under any Law, Action, Contract, commitment, obligation, undertaking or otherwise (collectively, "*Liabilities*"), and there is no basis for any present or future Action or Order against GCI giving rise to any Liability, except for (a) the Liabilities set forth on Schedule 2.10 as of [], 2009 (the "*Schedule Date*"), and (b) Liabilities that have arisen since the Schedule Date in the ordinary course of business (none of which relates to breach of contract, breach of warranty, tort, infringement, violation of Law, Order or Permit, or any Action (including any Liabilities under any Environmental, Health and Safety Requirements (as defined below)) ("*Ordinary Course Liabilities*"). GCI has not assumed or guaranteed any Liabilities of any other person.

2.11 Legal Compliance. GCI and each of its predecessors has complied with all Laws and Orders, and no Action is pending or threatened against any of them alleging any failure to so comply. No material expenditures are, or based on any Law, Order or Permit will be, required of GCI for it and its business and operations to remain in compliance with all Laws, Orders and Permits immediately following the Closing.

2.12 Taxes. For purposes of this Section 2.12, the following terms shall have the following meanings:

(a) "*Tax*" or "*Taxes*" means (i) all federal, state, local and foreign taxes, charges, fees, imposts, levies or other assessments, including income, gross receipts,

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excise, employment, sales, use, transfer, license, payroll, franchise, severance, stamp, withholding, Social Security, unemployment, disability, real property, personal property, registration, alternative or add on minimum, estimated or other taxes, charges, fees, imposts, levies or other assessments, including any interest, penalties or additions thereto, whether disputed or not, and (ii) any liability for any items described in clause ii) payable by reason of contract, transferee liability, operation of law (including Treasury Regulation Section 1.1502-6) or otherwise.

(b) “*Tax Return*” means any report, return, information return, election, filing, declaration, statement, claim for refund or other information, including any schedules or attachments thereto, and any amendments to any of the foregoing required to be supplied to a taxing authority in connection with the determination, assessment, collection or administration of any Taxes, and, to the extent relevant, any report, return, information return, election, filing, declaration, statement, claim for refund or other information to be provided to any other party (e.g., an employee or other payee or distributee).

(c) GCI has filed all Tax Returns required to be filed by it on or before the Closing Date with any Tax authority (collectively, the “*Pre-Closing Returns*”). The Pre-Closing Returns have been filed in accordance with all applicable Laws and, as of the time of filing, were correct and complete in all material respects regarding the income, costs, business, assets, operations, activities and status of GCI and any other items of information shown therein. GCI has timely paid, withheld or reserved all Taxes due and payable except for such Taxes that are being contested in good faith by appropriate proceedings and which are listed on a schedule attached hereto. GCI has timely paid all estimated taxes for any Pre-Closing Period.

(d) GCI has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(e) GCI is not delinquent in the payment of any Tax due and payable as shown on any Pre-Closing Return, nor has GCI requested an extension of time within which to file or send any Pre-Closing Return which has not since been filed or sent. GCI has not granted any extension or waiver of the limitation period applicable to any Pre-Closing Returns to any Tax authority.

(f) There is no claim, audit, action, suit, proceeding, or investigation pending or, to the knowledge of the Rhodes Entities or GCI, threatened, against or with respect to GCI in respect of any Tax, and there are no pending adjustments by any Tax authority to assess additional Taxes in connection with any Tax Return filed (or that should have been filed) by GCI..

(g) GCI has no pending requests for a ruling with any Taxing Authority.

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(h) There are no liens for Taxes upon the assets of GCI except liens for current Taxes not yet due.

(i) Since its organization, GCI has not been a member of an affiliated group filing any return with any Tax authority, or filed or been included in a combined, consolidated or unitary return. GCI is not under any contractual obligation to indemnify any other Person with respect to Taxes nor is GCI a party to any material agreement providing for payments with respect to Taxes.

(j) GCI has received all appropriate forms from payees (employees, independent contractors, creditors, stockholders, or other third parties) including, but not limited to, Forms W-4, W-8, W-9, and I-9.

(k) GCI has not engaged in any reportable transaction under Treasury Regulation Section 1.6011-4.

2.13 Title to, Sufficiency and Condition of Assets. GCI has good, marketable and indefeasible title to, or a valid leasehold interest in, all the assets necessary for the conduct of its business as currently conducted and as currently proposed to be conducted, including, without limitation, the Rhodes Ranch Golf Course (together, the "*Golf Assets*"), in each case free and clear of all Encumbrances other than the Encumbrances set forth on Schedule 2.13 ("*Permitted Encumbrances*"). All tangible assets included as part of the *Golf Assets*, whether owned or leased, are free from defects (patent and latent), have been maintained in accordance with normal industry practice, are in good operating condition (subject to normal wear and tear) and are suitable for the purposes for which they are currently used and currently proposed to be used.

2.14 Real Property. (a) Schedule 2.14(a) lists all real property owned by GCI (the "*Owned Real Property*"). GCI has good, marketable, and indefeasible title to the *Owned Real Property*, subject to no Encumbrances other than Permitted Encumbrances. (b) Schedule 2.14(b) lists all of the real property leased by GCI (the "*Leased Real Property*"). All of the *Leased Real Property* is held subject to written leases or other agreements which are valid and effective in accordance with their respective terms, and there are no existing defaults or events of default, or events which with notice or lapse of time or both would constitute defaults thereunder. True, correct and complete copies of all such leases, together with any amendments thereto, have been delivered to Newco. GCI has not received any oral or written notice to the effect that any lease will not be renewed at the termination of the term thereof or that any such lease will be renewed only at a substantially higher rent.

2.15 Contracts. Schedule 2.15 lists each Cell Tower Contract and each Contract to which GCI is a party or any of its assets are bound (the "*Material Contracts*"). GCI has delivered to Newco a true, correct and complete copy of each written *Material Contract* and a summary of each oral *Material Contract* (as amended to date) listed in Schedule 2.15. Each *Material Contract* is legal, valid and enforceable and will continue to be legal, valid and enforceable on identical terms following the consummation of the Transactions. There are no existing defaults or events of default, or events which with notice or lapse of time or both would constitute defaults under any *Material Contracts*.

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2.16 Litigation. Schedule 2.16 sets forth each instance in which GCI (a) is subject to any outstanding Order or (b) is a party to, the subject of or threatened to be made a party to or the subject of, any Action. No Order or Action required to be set forth in Schedule 2.16 questions the validity or enforceability of any Transaction Document or any Transaction, or could result in any material adverse effect on GCI, and no Rhodes Entity has any basis to believe that any such Action may be brought or threatened against GCI.

2.17 Environmental, Health and Safety Matters. Except as set forth in Schedule 2.17, (a) GCI and each person for whose conduct GCI may be held liable is, and has at all times been, in compliance with all Environmental, Health and Safety Requirements in connection with owning, using, maintaining or operating its business, operations and assets; (b) each location at which GCI currently operates, or has operated, any portion of its business or currently maintains, or has maintained, any of its properties or assets is, and has at all times been, in compliance with all Environmental, Health and Safety Requirements; and (c) there are no pending or threatened allegations by any person that any of GCI's properties, assets or businesses is or has not been conducted in compliance with all Environmental, Health and Safety Requirements. "*Environmental, Health and Safety Requirements*" means all Laws, Orders, Permits, Contracts and programs (including those promulgated or sponsored by industry associations, insurance companies and risk management companies) concerning or relating to public health and safety, worker/occupational health and safety and pollution or protection of the environment, including those relating in any way to noises, radiation or chemicals, toxic or hazardous materials, substances or wastes, each as amended and as now in effect.

2.18 Permits. GCI possesses all Permits required to be obtained for its businesses and operations. Schedule 2.18 sets forth a list of all such Permits. With respect to each such Permit: (a) it is valid, subsisting and in full force and effect; (b) there are no violations of such Permit that would result in a termination of such Permit; and (c) GCI has not received notice that such Permit will not be renewed.

2.19 Related Party Agreements. Except as set forth on Schedule 2.19 (the "*Related Party Transactions*"), no Rhodes Entity or any of Affiliate of any Rhodes Entity or any of their respective current or former employees, officers, directors, members, partners, managers or shareholders is a party to any Contract or other arrangement with GCI. "*Affiliate*" means any specified person who, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

2.20 Transfer of Course Conversion Funds. All funds received after July 31, 2009 by GCI or any of the Rhodes Entities from the Las Vegas Valley Water District or similar entity as an incentive for converting the Rhodes Ranch Golf Course from a green course to a desert course (the "*Course Conversion Funds*") have been used in the ordinary course of operating the Rhodes Ranch Golf Course.

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ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE ARIZONA ENTITIES AND
NEWCO

Each Arizona Entity and Newco, jointly and severally, represents and warrants to the Rhodes Entities that the statements contained in this ARTICLE 3 are true, correct and complete on the Closing Date.

3.1 Organization of Arizona Entities and Newco. Each Arizona Entity and Newco is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. There is no pending, or (to the knowledge of the Arizona Entities) threatened, Action that would prohibit, materially delay or negatively affect the consummation of the transactions contemplated hereby.

3.2 Authority of Arizona Entities and Newco; Enforceability. Each Arizona Entity and Newco has the relevant entity power and authority necessary to execute and deliver each Transaction Document to which it is a party and to perform and consummate the Transactions. Each Arizona Entity and Newco has taken all action necessary to authorize its execution and delivery of each Transaction Document to which it is a party, the performance of its obligations thereunder and its consummation of the Transactions. Each Transaction Document to which any Arizona Entity or Newco is a party has been duly authorized, executed and delivered by it and is enforceable against it in accordance with its terms.

3.3 No Violation. The execution and the delivery by each Arizona Entity and Newco of this Agreement and the other Transaction Documents to which any Arizona Entity or Newco is a party, the performance by it of its obligations hereunder and thereunder, and the consummation of the Transactions by it will not (a) with or without notice or lapse of time, constitute or create a breach or violation of, or default under, any (i) Law enacted, adopted, promulgated or applied by any Governmental Body, (ii) Order, (iii) Contract, or (iv) Permit to which, in the case of (i), (ii), (iii) or (iv), any Arizona Entity or Newco, respectively, is a party or by which it or its assets is bound, or (v) organizational document of any Arizona Entity or Newco, respectively, as in effect on the Closing Date, (b) require any Consent under any Contract or organizational document to which any Arizona Entity or Newco is a party or by which it or its assets is bound or (c) require any Permit under any Law or Order.

3.4 Title to Arizona Assets. The Arizona Entities have good, marketable and indefeasible title to, or a valid leasehold interest in, all of the Arizona Assets, in each case free and clear of all Encumbrances except as set forth on Schedule 1.1(a).

ARTICLE 4
COVENANTS

4.1 General. If any time after the Closing any further action is necessary or desirable to carry out this Agreement's purposes, each Party will take such further action (including executing and delivering any further instruments and documents, obtaining any Permits and Consents and providing any reasonably requested information) as any other Party may

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reasonably request, all at the requesting Party's sole cost and expense (unless the requesting Party is entitled to indemnification therefor under ARTICLE 5).

4.2 Confidentiality. The Rhodes Entities will, and will cause each of its respective Affiliates, directors, officers, employees, agents, representatives and similarly situated persons to (a) treat and hold as confidential, and not use or disclose, all of the information concerning the Transferred Stock and GCI ("Confidential Information"), except for (i) disclosures to the person's professional advisors, the actions for which the disclosing person will be responsible and (ii) disclosures required for such person to perform obligations it may have under this Agreement, and (b) deliver promptly to Newco, all tangible embodiments (and all copies) of the Confidential Information which are in such person's possession. If any person subject to these confidentiality provisions is ever requested or required (by oral question or request for information or documents in any Action) to disclose any Confidential Information, such person will notify Newco promptly of the request or requirement so that Newco may seek an appropriate protective Order or waive compliance with this Section 4.2.

4.3 Call Right. On the eighth anniversary of the Closing Date (assuming a Put Notice has not been previously delivered), Rhodes or a permitted designee of Rhodes shall have the right (the "*Call Right*") to repurchase the Transferred Shares for an amount in cash equal to \$5,900,000. Rhodes or a permitted designee of Rhodes may exercise the Call Right by providing at least thirty (30) days' prior written notice to Newco stating his intent to exercise the Call Right (the "*Call Notice*"). Except as set forth in Section 4.6, the Call Notice shall be irrevocable. The parties shall consummate the sale at the time and place designated in the Call Notice, but in any event within sixty (60) days of Newco's receipt of the Call Notice, subject to reasonable extension as necessary to obtain any required approvals in connection therewith. At the closing of such sale, (a) Newco shall deliver to Rhodes (or its designee) the Transferred Shares, free and clear of all Encumbrances and duly endorsed for transfer and (b) Rhodes shall deliver to Newco an amount in cash equal to \$5,900,000. Notwithstanding anything to the contrary contained herein, neither Rhodes nor any of his designees shall be permitted to exercise its Call Right under Section 4.3 if Rhodes has defaulted, at any time, on its obligations under this Agreement.

4.4 Put Right. At any time after the fourth anniversary of the Closing Date and prior to the eighth anniversary of the Closing Date, Newco shall have the right (the "*Put Right*") to require Rhodes to repurchase the Transferred Shares for an amount in cash equal to \$5,900,000. Newco may exercise the Put Right by providing written notice to Rhodes at least one (1) year prior to the intended closing date of such transaction (the "*Notice Period*") stating its intent to exercise the Put Right (the "*Put Notice*"). The Parties shall consummate the sale at the time and place designated by Newco in the Put Notice, but in any event within fifteen (15) days of the expiration of the Notice Period. At the closing of such sale, (a) Newco shall deliver to Rhodes the Transferred Shares, free and clear of all Encumbrances and duly endorsed for transfer and (b) Rhodes shall deliver to Newco an amount in cash equal to \$5,900,000. If fifteen (15) days after the expiration of the Notice Period, Rhodes has not consummated the transaction, (i) Rhodes shall be deemed to have permanently waived the Call Right and (ii) [the Escrow Amount (as defined below) shall be distributed to Newco/Newco shall be entitled to foreclose on the Mortgage] as liquidated damages.

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4.5 [Escrow/Mortgage]⁷

(a) Simultaneously with the execution hereof, Rhodes shall [deposit into an escrow account (the "*Escrow Account*") established in accordance with the terms of an escrow agreement in the form attached as Exhibit C (the "*Escrow Agreement*") an amount in cash equal to \$500,000 (the "*Escrow Amount*")/ deliver to Newco a fully executed and notarized mortgage in the form attached as Exhibit C on property with a fair market value of at least \$2,000,000], (the "*Mortgage*").

(b) [For so long as Rhodes is not in default of its obligations under Section 4.4, Rhodes shall have the right, upon thirty (30) days' prior written notice to Newco, to terminate the Mortgage and simultaneously therewith deposit an amount in cash equal to \$500,000 in the Escrow Account.]

(c) [Upon Rhodes' exercise of the Call Right or Newco's exercise of the Put Right, (i) if the Escrow Amount consists of cash equal to \$500,000, then such amount shall be distributed to Newco as a credit towards the purchase price thereof and (ii) if the Escrow Amount consists of the Mortgage, such Mortgage shall be terminated upon consummation of the transactions contemplated by the Call Right.]

4.6 Maintenance of Rhodes Ranch Golf Course. At all times prior to the earliest of (x) the eighth anniversary of the Closing Date, (y) the exercise of the Call Right, and (z) the exercise of the Put Right, Newco shall maintain the Rhodes Ranch Golf Course in substantially the same performance and rating criteria as in effect on the date hereof, as verified by an independent third party rating agency acceptable to Newco and Rhodes (the "*Standard Condition*"). If, upon the date specified as the closing date in any Call Notice, the Rhodes Ranch Golf Course is not in the Standard Condition, Rhodes may, at his option (a) require Newco to return the Rhodes Ranch Golf Course to the Standard Condition, provided, that the cost of such improvements does not exceed \$500,000 or (b) revoke his Call Notice, in which case, [the Escrow Amount shall be returned to Rhodes/ the Mortgage shall be terminated] within thirty (30) days of such notice of evocation of the Call Notice.⁸

4.7 Related Party Transactions. Except for the Transaction Documents, all Related Party Transactions are hereby automatically terminated as of the Closing and GCI shall not have any Liability for any Related Party Transactions after the Closing.

4.8 Transfer of Course Conversion Funds. All Course Conversion Funds which have not been used in the ordinary course of operating the Rhodes Ranch Golf Course as of the Closing Date shall be hereby transferred to GCI.

⁷ THE RHODES ENTITIES TO ADVISE WHETHER IT WILL PROVIDE \$500,000 IN CASH OR \$2.0 MILLION OF REAL PROPERTY AS COLLATERAL FOR THE PUT RIGHT OBLIGATIONS IN SECTION 4.4

⁸ TO BE DISCUSSED WHETHER AGREEMENT NEEDS TO INCLUDE COVENANT BY RHODES TO CONTINUE OPERATING THE PROPERTY AS A GOLF COURSE AFTER THE EXERCISE OF THE CALL RIGHT OR PUT RIGHT.

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**ARTICLE 5
INDEMNIFICATION**

5.1 Survival of Representations, Warranties and Covenants. Each representation, warranty, covenant and obligation of the Parties contained herein will survive the Closing and continue in full force and effect.

5.2 Indemnification Provisions for Newco's Benefit. Rhodes and the Rhodes Entities, jointly and severally, will indemnify and hold Newco and its Affiliates, and their respective officers, directors, managers, employees, agents, representatives, controlling persons, stockholders and similarly situated persons, harmless from and pay any and all Damages directly or indirectly resulting from, relating to, arising out of or attributable to any of the following: (a) any breach of any representation or warranty Rhodes or any Rhodes Entity has made in this Agreement; (b) any breach, violation or default by Rhodes or any Rhodes Entity of any obligation of Rhodes or such Rhodes Entity in this Agreement; (c) any and all Indebtedness or other Liabilities of GCI as of the Schedule Date not expressly set forth on Schedule 2.9 or 2.10 or in excess of the amount of such Indebtedness or other Liabilities set forth on Schedule 2.9 or 2.10 and (d) all Liabilities incurred after the Schedule Date which are not Ordinary Course Liabilities. ***Damages*** means all losses (including diminution in value), damages and other costs and expenses of any kind or nature whatsoever, whether known or unknown, contingent or vested, matured or unmatured, and whether or not resulting from third-party claims, including costs (including reasonable fees and expenses of attorneys, other professional advisors and expert witnesses and the allocable portion of the relevant person's internal costs) of investigation, preparation and litigation in connection with any Action or threatened Action.

**ARTICLE 6
MISCELLANEOUS**

6.1 Entire Agreement. This Agreement, together with the other Transaction Documents and all schedules, exhibits, annexes or other attachments hereto or thereto, and the certificates, documents, instruments and writings that are delivered pursuant hereto or thereto, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. Except as provided in ARTICLE 5, there are no third party beneficiaries having rights under or with respect to this Agreement.

6.2 Assignment; Binding Effect. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties, and any such assignment by a Party without prior written approval of the other Parties will be deemed invalid and not binding on such other Parties. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns.

6.3 Notices. All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and must be given by personal

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delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, to the intended recipient at the address set forth for the recipient on the signature page (or to such other address as any Party may give in a notice given in accordance with the provisions hereof). All notices, requests or other communications will be effective and deemed given only as follows: (i) if given by personal delivery, upon such personal delivery, (ii) if sent by certified or registered mail, on the fifth business day after being deposited in the United States mail, (iii) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery or (iv) if sent by facsimile, upon the transmitter's confirmation of receipt of such facsimile transmission, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a business day, or is received on a day that is not a business day, then such notice, request or communication will not be deemed effective or given until the next succeeding business day. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

6.4 Specific Performance; Remedies. Each Party acknowledges and agrees that the other Parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the Parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any federal court sitting in Nevada having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Nothing herein will be considered an election of remedies.

6.5 Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

6.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any choice of law principles.

6.7 Amendment; Extensions; Waivers. No amendment, modification, waiver, replacement, termination or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by all of the Parties hereto. Each waiver of a right hereunder does not extend beyond the specific event or circumstance giving rise to the right. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor does any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

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6.8 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided, however, that if any provision of this Agreement, as applied to any Party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

6.9 Expenses; Transfer Taxes. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transactions, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants. Any and all transfer taxes, stamp taxes or similar taxes payable in connection with the Transactions shall be paid by the Rhodes Entities.

6.10 Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

6.11 Construction. This Agreement has been freely and fairly negotiated among the Parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed to refer to such law as in effect on the date hereof and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." The word "person" includes individuals, entities and Governmental Bodies. Pronouns in masculine, feminine and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The Parties intend that each representation, warranty and covenant contained herein will have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached will not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Parties have caused this Asset and Share Transfer
Agreement to be executed as of the date stated in the introductory paragraph of this Agreement.

**RHODES HOMES ARIZONA
PROPERTIES, LLC**

By: _____

Name: _____

Title: _____

Address: _____

RHODES HOMES ARIZONA, LLC

By: _____

Name: _____

Title: _____

Address: _____

ELKHORN INVESTMENTS, INC.

By: _____

Name: _____

Title: _____

Address: _____

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[NEWCO]

By: _____

Name: _____

Title: _____

Address: _____

[RHODES ENTITIES]

By: _____

Name: _____

Title: _____

Address: _____

James Rhodes

Address: _____

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SCHEDULE I

ARIZONA ASSETS

OWNER	APN	ACREAGE	ADDRESS	DESCRIPTION
RHODES ARIZONA PROPERTIES LLC	306-24-115	20.25	1825 S AZTEC RD	Model Home
RHODES ARIZONA PROPERTIES LLC	306-24-116	20.24	1807 AZTEC RD	Model Home
RHODES ARIZONA PROPERTIES LLC	306-63-017	7.35	4536 W DORA DR	Model Home
RHODES ARIZONA PROPERTIES LLC	306-63-018	6.83	4528 W DORA DR	Model Home
RHODES ARIZONA PROPERTIES LLC	306-42-008A	19.92	1156 S AZTEC RD	Dirt
RHODES ARIZONA PROPERTIES LLC	306-42-001	40	10-94 S AZTEC RD	Dirt

Total Acreage 114.59

Inside Pravada

Pravada and all parts of Pravada lying within Sections 2, 3, 4, 9 and 10, in all Township 20 North, Range 18 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona and within the following APN numbers.

OWNER	APN	ACREAGE	DESCRIPTION
Rhodes Arizona Properties	215-01-116		Partially Graded
Rhodes Arizona Properties	215-01-113		Partially Graded
Rhodes Arizona Properties	215-01-114		Partially Graded
Rhodes Arizona Properties	215-01-111		Partially Graded

Total Acreage 1,306±

Arizona Personal Property

Computers

HP5150
HP 5150
HP 5150
HPWX4400

**Serial
Number**
2UA6030J6N
MXL615027R
2UA6030J57
2UA70608F7

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HP WX4400	2UA70608HV
HP XW4200	2UA54215GL
Dell	GZOGR61

	<u>Serial</u> <u>Number</u>
<u>Laptops</u>	
HPNX6125	CND54803LY
HPNX9600	CNF6071GBR

	<u>Serial</u> <u>Number</u>
<u>Printers</u>	
HP Laser Jet 4250	CNBXD06564
HP Laser Jet 4101	USLGY26030
HP Laser Jet 4100	USLGY42771
HP Laser Jet 1320	CNHC620168
HP color Laser Jet 2600	CNGC64C1KC
HP color Laser Jet 2804	JPBG532058
HP color Laser Jet 5550	JPDC4D2072
HP office jet 6310	CN639BGOYK
HP Photosmart D5160	MY67G110DC
Lexmark 7001-001	890CSTB
Lexmark 7001-001	890 CD3N
Super G3 Printer-Scanner	J8141101150

Fax Machines

2-HP office jets 7310

6 of the printers and the fax machines have copier capabilities

<u>Miscellaneous Equipment</u>	
Dell Power Edge Server 2850	85172579422
HP Design Jet 1055CM Plus Plotter	
10 Battery Surge boxes and 10 power strips	
11 computer monitors 20" flat screen	
4 calculators	
14 telephones owned by Rhodes	

Office Furniture

- 2 – drafting tables
- 3 – work tables with open shelves for plans
- 12 – file cabinets
 - 2 – 5 drawer 63 x 18
 - 1 – 3 drawer 36 x 20
 - 7 – 4 drawer 18 x 48
 - 2 – 4 drawer 20 x 48
- 2 – 3 shelf wood bookcases
- 4 – 4 shelf bookcases: (2) metal, (2) wood
- 1 – hanging file for plans
- 1 – metal storage cabinet: 2-door, 4 shelves
- 2 – wooden storage cabinets: 2-door, 1 shelf

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11 - desks: (1) metal, (10) wood
12 - desk chairs
12 - guest chairs
5 - stacking chairs
1 - 4 x 6 rotating white board
1 - garbage can
10 - waste baskets
3 - 6 foot tables
2 - metal storage shelves - dimensions 5' h x 3' w x 18.5"d
2 - plastic storage shelves - dimensions 6' h x 3' w x 18"d

Trademarks and Tradenames

Rhodes Arizona Properties

Rhodes Arizona

Golden Valley Ranch

Pravada

Intangibles

All architectural and engineering drawings, plus work product associated with Pravada and Golden Valley Ranch.

Arizona general contractor's license.

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EXHIBIT A

BILL OF SALE

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EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

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EXHIBIT C

{ESCROW AGREEMENT/MORTGAGE|

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SCHEDULE 1.1(a)

LIENS

Liens in an amount not to exceed \$60,000 held by the First Lien Lenders.

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SCHEDULE 1.1(b)(i)

ASSUMED CONTRACTS

[Executory Contracts and Unexpired Leases]

To be provided by Plan Supplemental Date but shall include, but not be limited to all development agreements and subcontractor agreements]⁹

All agreements with municipalities and utilities with respect to Pravada and Golden Valley Ranch.¹⁰

⁹ THE DEBTORS SHOULD PROVIDE LIST.

¹⁰ THE DEBTORS SHOULD PROVIDE LIST.

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SCHEDULE 1.1(b)(ii)

ASSUMED LEASES

Exhibit N

Schedule of Assumed Executory Contracts and Unexpired Leases

Schedule of Assumed Executory Contracts and Unexpired Leases

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Toshiba Business Solutions PO Box 3083 Cedar Rapids, IA 52406-3083	Rhodes Design and Development	FIV Lease Agreement (copiers)	Rhodes Ranch Golf Club	\$0.00
Taylor Made Golf Company Inc. d/b/a TaylorMade-adidas Golf Company 5545 Fermi Court Carlsbad, CA 92008	Rhodes Ranch	Rental Product Agreement (golf equipment)	Rhodes Ranch Golf Club	\$0.00
National City Golf Finance 996 Dalton Avenue Cincinnati, OH 45203	Rhodes Ranch Golf Country Club, LLC	Lease Agreement (2007 EZGO Electric Golf Carts)	Rhodes Ranch Golf Club	\$0.00
EZGO, A Textron Company 1475 Sampson Avenue Corona, CA 92879	Rhodes Ranch Golf Country Club, LLC	EZGO Refresher Gasoline vehicles	Rhodes Ranch Golf Club	\$0.00
National City Commercial Capital Company, LLC 995 Dalton Avenue Cincinnati, OH 46203	Rhodes Ranch Golf Country Club, LLC		Rhodes Ranch Golf Club	\$0.00
Ecolab Inc. 370 Wabash Street St. Paul, MN 55102	Rhodes Ranch Golf Country Club, LLC	Ecotemp Lease Agreement	Rhodes Ranch Golf Club	\$0.00
Advantage Financial Services, LLC 108 Foxcroft Road West Hartford, CT 06119	Rhodes Ranch Golf Country Club, LLC	Rental Agreement (GPS Units)	Rhodes Ranch Golf Club	\$0.00
EZLinks Golf, Inc. 401 S. LaSalle, Suite 500 Chicago, IL 60605	Rhodes Ranch Golf Country Club, LLC	Product license agreement	Rhodes Ranch Golf Club	\$0.00
Textron Financial 11575 Great Oaks Way, Suite 210	Rhodes Ranch Golf Country Club, LLC	Lease Agreement (gas vehicles)	Rhodes Ranch Golf Club	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Alpharetta, GA 30022				
Cybergolf 110 W. Dayton, Suite 103 Edmonds, WA 98020	Rhodes Ranch Golf Country Club, LLC	Email marketing	Rhodes Ranch Golf Club	\$0.00
Brink's U.S., a division of Brink's Incorporated 3200 E. Charleston Blvd. Las Vegas, NV 89104	Tuscan Golf Club	Services Agreement	Tuscan Golf Club	\$0.00
Modular Space Corporation 5950 Emerald Ave Las Vegas, NV 89122	Tuscan Golf Club	Equipment Lease (Club House)	Tuscan Golf Club	\$0.00
Modular Space Corporation 5950 Emerald Ave Las Vegas, NV 89122	Tuscan Golf Club	Equipment Lease (Office Trailer)	Tuscan Golf Club	\$0.00
Modular Space Corporation 5950 Emerald Ave Las Vegas, NV 89122	Tuscan Golf Club	Equipment Lease (Restroom Trailer)	Tuscan Golf Club	\$0.00
National City Golf Finance, Division of National City Commercial Capital Company, LLC 995 Dalton Avenue Cincinnati, OH 45203	Tuscan Golf Country Club, LLC	Equipment Lease (EZGO Refreshers)	Tuscan Golf Club	\$0.00
National City Golf Finance, Division of National City Commercial Capital Company, LLC 995 Dalton Avenue Cincinnati, OH 45203	Tuscan Golf Country Club, LLC	Equipment Lease (Gas utility vehicle)	Tuscan Golf Club	\$0.00
National City Golf Finance, Division of National City Commercial Capital Company, LLC 995 Dalton Avenue Cincinnati, OH 45203	Tuscan Golf Country Club, LLC	Equipment Lease (EZGO electric golf cars)	Tuscan Golf Club	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
995 Dalton Avenue Cincinnati, OH 45203				
Golflogix Systems 3960 E. Expedition Way Phoenix, AZ 85050	Tuscany Golf Country Club, LLC	GPS System	Tuscany Golf Club	\$0.00
Alarmco 2007 Las Vegas Bl So Las Vegas, NV 89104	Tuscany Golf Country Club, LLC	Alarm Monitoring	Tuscany Golf Club	\$0.00
Unifirst Corporation 568 Parkson Rd Henderson, NV 89011	Tuscany Golf Country Club, LLC	Maintenance Uniform Service Company	Tuscany Golf Club	\$0.00
Alyssa L. and Roger L. Frank 1011 West 27 th Street Scottsbluff, NE 69361 3609 Bison Street, Scottsbluff, NE 69361	Rhodes Design and Development Corporation	Lease Agreement	1036 Via Camelia Street Henderson, NV 89011	\$0.00
Alyssa L. and Roger L. Frank 1011 West 27 th Street Scottsbluff, NE 69361 3609 Bison Street, Scottsbluff, NE 69361	Rhodes Design and Development Corporation	Lease Agreement	1040 Via Camelia Street Henderson, NV 89011	\$0.00
Alyssa L. and Roger L. Frank 1011 West 27 th Street Scottsbluff, NE 69361 3609 Bison Street, Scottsbluff, NE 69361	Rhodes Design and Development Corporation	Lease Agreement	1044 Via Camelia Street Henderson, NV 89011	\$0.00
Alyssa L. and Roger L. Frank 1011 West 27 th Street Scottsbluff, NE 69361 3609 Bison Street, Scottsbluff, NE 69361	Rhodes Design and Development Corporation	Lease Agreement	1048 Via Camelia Street Henderson, NV 89011	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
3609 Bison Street, Scottsbluff, NE 69361				
Hua Hui Tseng Huang 534 N. Orange #A La Puente, CA 91744	Rhodes Design and Development Corporation	Lease Agreement	765 Orchard Course Dr. Las Vegas, NV 89148	\$0.00
J-Chieh E. Wang and Da Ching P. Wang 52 Redwood Lane South Glastonbury, CT 06073	Rhodes Design and Development Corporation	Lease Agreement	749 Orchard Course Dr. Las Vegas, NV 89148	\$0.00
Xijuan Xu and Xikui Xu 12845 Crestfield Court Rancho Cucamonga, CA 91739-8011	Rhodes Design and Development Corporation	Lease Agreement	757 Orchard Course Dr. Las Vegas, NV 89148	\$0.00
Elena Elamparo 5261 Polis Drive La Palma, CA 90623	Rhodes Design and Development Corporation	Lease Agreement	111 Sandy Bunker Lane Las Vegas, NV	\$0.00
Tin Kerine Cheung 2346 Indian Creek Rd Diamond Bar, CA 91765	Rhodes Design and Development Corporation	Lease Agreement	101 Sandy Bunker Lane Las Vegas, NV	\$0.00
Glynda Rhodes 5068 Spanish Heights Las Vegas, NV 89148	Rhodes Design and Development Corporation	Lease Agreement	22 Indian Run Way Las Vegas, NV	\$0.00
Flamingo Self Storage 8525 West Flamingo Road Las Vegas, NV 89147	Rhodes Design and Development Corporation	Lease Agreement	8525 West Flamingo Road, Unit 2258 Las Vegas, NV 89147	\$0.00
Fort Apache Self Storage 9345 W. Flamingo Road Las Vegas, NV 89147	Rhodes Design and Development Corporation	Lease Agreement	9345 W. Flamingo Rd Unit 2228 Las Vegas, NV 89147	\$0.00
Fort Apache Self Storage 9345 W. Flamingo Road	Rhodes Design and Development	Lease Agreement	9345 W. Flamingo Rd Unit 2543 Las Vegas, NV	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Las Vegas, NV 89147	Corporation		89147	
Fort Apache Self Storage 9345 W. Flamingo Road Las Vegas, NV 89147	Rhodes Design and Development Corporation	Lease Agreement	9345 W. Flamingo Rd Unit 1012 Las Vegas, NV 89147	\$0.00
Fort Apache Self Storage 9345 W. Flamingo Road Las Vegas, NV 89147	Rhodes Realty, Inc.	Lease Agreement	9345 W. Flamingo Rd Unit 2135 Las Vegas, NV 89147	\$0.00
Recall Information Management 1428 Pama Lane Las Vegas, NV 89118	Rhodes Design and Development Corporation	Lease Agreement	1428 Pama Lane Las Vegas, NV 89118	\$0.00
Silverado Self Storage II 9545 West Russell Road Las Vegas, NV 89148	Rhodes Design and Development Corporation	Lease Agreement	9545 West Russell Rd, Unit 3016 Las Vegas NV 89148	\$0.00
Stow Away 921 Olsen Street Henderson, NV 89015	Rhodes Realty, Inc.	Lease Agreement	921 Olsen Street, Unit 136 Henderson, NV 89015	\$0.00
Warm Springs R.V. & Mini Storage 721 Cape Horn Avenue Henderson, NV 89011	Tribes Holdings, LLC	Lease Agreement	Unit D01 & W44 721 Cape Horn Avenue Henderson, NV 89011	\$0.00
Tuscany Master Association 133 Rhodes Ranch Parkway Las Vegas, NV 89148	Rhodes Realty, Inc.	Lease Agreement	850 Olivia Parkway Henderson, NV 89011	\$0.00
Tyler Dion 452 Punto Vallata Dr Henderson, NV 89011	Rhodes Design and Development Corp	Home sale contract	Avellino	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Ernesto N. Tumbaga 610 Over Par Ct. Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Collections	\$0.00
Jen Chieh Wang 351 Ccmter Green Dr Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Collections	\$0.00
Edward Vien 1072 Via Conto St Flelderson, NV 89011	Tuscany Acquisitions III, LLC	Home sale contract	Fiori Townhomes	\$0.00
Eunji Ko 312 Trailing Putt Way Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Jenilee Andres 283 Trailing Putt Way Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Xu Xuan Huang 271 Trailing Putt Way Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Josephine J. So 265 Trailing Putt Way Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Maridel D. Rivera 382 Broken Par Drive Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Allison S. Brodish 304 Ladies Tee Court Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Yana Z. Fayad 384 Cart Crossing Way Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Maher Mark Awar 386 Dog Leg Dr Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Chun Hong Wang 385 Dog Leg Drive Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Chun Hong Wang 381 Dog Leg Drive Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Chun Hong Wang 377 Dog Leg Drive Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Melba P. Page 259 Trailing Putt Way Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
David L. Downer 382 Dog Leg Drive Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Ruben P. Deang Jr. 378 Dog Leg Drive Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Greens	\$0.00
Christopher & Li Yun Zhang 126 Cooks Creek Court Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Irons	\$0.00
Suzanne Z. Broadbent 933 Via Stellato Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	LaLuna	\$0.00
Roy M. Brown 976 Via Stellato Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	La Luna	\$0.00
Matthew Lewis 929 Via Doccia Ct Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	LaLuna	\$0.00
Danilo B. Mupas 93 Honors Course Drive	Rhodes Ranch General Partnership	Home sale contract	Majors	\$0.00

CONTRACT COUNTER- PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT
Las Vegas, NV 89148				
Patrick M. Cheng 81 Honors Course Dr Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Majors	\$0.00
Jeffrey Chung 77 Honors Course Dr Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Majors	\$0.00
Nobuhiko Ikushima 115 Honors Course Dr Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Majors	\$0.00
Eleanor Louise Charboneau 945 Rue Grand Paradis Ln Henderson, NV 89011	Tuscany Acquisitions IV LLC	Home sale contract	Melani	\$0.00
Rui Ling Huang Chang 211 Fairway Woods Dr Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Pacific Mist	\$0.00
Jin Huang 217 Fairway Woods Dr Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Pacific Mist	\$0.00
Hao Zhang 555 Halloran Springs Rd Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Palms Bay	\$0.00
Won Kyung Lee 579 Halloran Springs Rd Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Palms Bay	\$0.00
Joel P. Laurel 71 Myrtle Springs Ct Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Palms Bay	\$0.00
Peter K. Lee 86 Myrtle Springs Ct Las Vegas, NV 89148	Rhodes Ranch General Partnership	Home sale contract	Palms Bay	\$0.00
Christopher S. Rogers 94 Myrtle Springs Court	Rhodes Ranch General Partnership	Home sale contract	Palms Bay	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Las Vegas, NV 89148				
David J Braucher 1073 Via Saint Andrea Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	Terrazzo	\$0.00
Elise Imbert-Sielaw 1070 Via Saint Andrea Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	Terrazzo	\$0.00
Wendy Butensky 1038 Via Nandina Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	Terrazzo	\$0.00
Manuel A. & Jessica N. Del Toro 1066 Via Nandina Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	Terrazzo	\$0.00
Bruno Van Dierendonck 580 Via Colmo Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	Terrazzo	\$0.00
Wilfredo DeLeon 1006 Via Nandina Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	Terrazzo	\$0.00
Gale Genevieve Glepa 6142 Aether St Las Vegas, NV	Rhodes Ranch General Partnership	Home sale contract	West 57th	\$0.00
Jennifer Thomas 6448 Aether St Las Vegas, NV	Rhodes Ranch General Partnership	Home sale contract	West 57th	\$0.00
Stanley Schiff 988 Via Canale Dr Henderson, NV 89011	Tuscany Acquisitions, LLC	Home sale contract	Zanetti	\$0.00
Neopost Leasing P.O. Box 45840 San Francisco, CA 94145-0840	Rhodes Homes	Postage machine lease		\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Insight Direct USA, Inc. P.O. Box 550599 Jacksonville, FL 32255-0599	Rhodes Design and Development/Rhodes Homes	Equipment Lease (computer equipment)		\$0.00
Tuscan Master Association 850 Olivia Pkwy Henderson, NV 89011	C&J Holdings (Neighborhood Association Group)	Homeowners association management agreement	Tuscan	\$0.00
Rhodes Ranch Association, Inc. 133 Rhodes Ranch Pkwy. Las Vegas, NV 89148	C&J Holdings (Neighborhood Association Group)	Homeowners association management agreement	Rhodes Ranch	\$0.00
X-IT Homeowners Association 9050 W. Tropicana Avenue Las Vegas, NV 89147	C&J Holdings (Neighborhood Association Group)	Homeowners association management agreement	X-IT	\$0.00
Clark County Nevada Development Services 500 S. Grand Central Pkwy 1st Floor Box 551799 Las Vegas, NV 89155-1799	Rhodes Ranch GP	Off-Site Improvements Agreement	Rhodes Ranch Parcel 20 Unit 2, HTE 05-46722/HTE 09-2990	\$0.00
Clark County Nevada Development Services 500 S. Grand Central Pkwy 1st Floor Box 551799 Las Vegas, NV 89155-1799	Rhodes Ranch GP	Off-Site Improvements Agreement	Seeliger Street, HTE 06-51550 (APN 176-17-310-002)	\$0.00
Clark County Nevada Development Services 500 S. Grand Central Pkwy 1st Floor Box 551799 Las Vegas, NV 89155-1799	Rhodes Ranch GP	Off-Site Improvements Agreement	Seeliger Street Phase, 2 HTE 06-8770	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Clark County Nevada Development Services 500 S. Grand Central Pkwy 1st Floor Box 551799 Las Vegas, NV 89155-1799	Rhodes Ranch GP	Off-Site Improvements Agreement	Rhodes Ranch Parcel 10 Unit 11, HTE 06-37497 (APN 176-08-201-011)	\$0.00
Clark County Nevada Development Services 500 S. Grand Central Pkwy 1st Floor Box 551799 Las Vegas, NV 89155-1799	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Spanish Hills 5A, HTE 01-31446	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Maintenance Facility (APN 160-32-210-001) #2002705001	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Maintenance Water/Sewer #2004870064	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcel 6A #2006870049	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcel 10 (APN 160-32-612-001) #2005870194	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcel 11 #2006870000	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Off-Site		Tuscany Parcel 12 #2004870179	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Development/Rhodes Homes	Improvement Agreement		
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcel 14 (APN 160-32-610-001) #2006870001	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcel 15 #2005870136	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcels 16 & 17 #2002702075	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcel 18 #2002705132	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcel 19 #2002405133	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcels 23 & 25 #2005870045	\$0.00
City of Henderson 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development/Rhodes Homes	Off-Site Improvement Agreement	Tuscany Parcel 24 #2002705045	\$0.00
Lexon Insurance Company	Rhodes Ranch	Bond	Bond # 5020298 (Rhodes Ranch	\$0.00

CONTRACT COUNTER- PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Limited Partnership		Parcel 20 Unit 2)	
Zurich American Insurance 601 Oakmont Lane, Ste. 400 Westmont, IL 60559	Rhodes Ranch General Partnership	Bond	Bond # 8842781 (Seeliger Street)	\$0.00
Zurich American Insurance 601 Oakmont Lane, Ste. 400 Westmont, IL 60559	Rhodes Ranch General Partnership	Bond	Bond # 8825616 (Seeliger Street Phase 2)	\$0.00
Zurich American Insurance 601 Oakmont Lane, Ste. 400 Westmont, IL 60559	Rhodes Ranch General Partnership	Bond	Bond # 8840999 (Rhodes Ranch Parcel 10 Unit 11)	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Rhodes Design and Development Corporation	Bond	Bond # 5018764 (Spanish Hills 5A)	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Rhodes Ranch General Partnership	Bond	Bond # 5014307 (Tuscany Maint. OS Imp.)	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Rhodes Ranch General Partnership	Bond	Bond # 5014306 (Tuscany Maint. Water Sewer)	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148				
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Tuscan Acquisitions IV, LLC	Bond	Bond # 5029286 (Tuscan 6A)	\$0.00
Zurich American Insurance 601 Oakmont Lane, Ste. 400 Westmont, IL 60559	Rhodes Design and Development Corporation	Bond	Bond # 8826397 (Tuscan 10)	\$0.00
Zurich American Insurance 601 Oakmont Lane, Ste. 400 Westmont, IL 60559	Rhodes Design and Development Corporation	Bond	Bond # 8865454 (Tuscan 11)	\$0.00
Zurich American Insurance 601 Oakmont Lane, Ste. 400 Westmont, IL 60559	Rhodes Design and Development Corporation	Bond	Bond # 8780430 (Tuscan 12)	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Rhodes Design and Development Corporation	Bond	Bond # 5026672 (Tuscan 14)	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300	Tuscan Acquisitions III, LLC	Bond	Bond # 5021428 (Tuscan 15)	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Lombard, IL 60148				
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Rhodes Design and Development Corporation	Bond	Bond # 5019816 (Tuscan 16 & 17)	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Rhodes Design and Development Corporation	Bond	Bond # 5017092 (Tuscan 18)	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Rhodes Design and Development Corporation	Bond	Bond # 5017134 (Tuscan 23 & 25)	\$0.00
Zurich American Insurance 601 Oakmont Lane, Ste. 400 Westmont, IL 60559	Rhodes Design and Development Corporation	Bond	Bond # 8664399 (Tuscan 24)	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Pinnacle Grading, LLC	Bond	Bond # 5034264 (Mohave AZ— Sheriff's Office Detention)	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Tuscan Golf	Bond	Bond # 1008343 (NV Dept Tax)	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Country Club, LLC		Sales Tax Tuscan Golf Course)	
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S. Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Rhodes Framing/Bravo, Inc.	Bond	Bond # 5019324 (Static Contractors Board—Bravo)	\$0.00
County of Clark 580 S. Grand Central Pkwy Las Vegas, NV 89155	Rhodes Ranch General Partnership	Rhodes Ranch Development Agreement	Rhodes Ranch	\$0.00
Las Vegas Valley Water District 1001 South Valley View Las Vegas, NV 89153	Rhodes Design and Development Corporation/Rhodes Homes	Construction agreement for water facilities	Rhodes Ranch Parcel 10 Unit 11	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Construction agreement for water facilities	Tuscany Parcel 6A	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Construction agreement for water facilities	Tuscany Parcel 10	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Construction agreement for water facilities	Tuscany Parcel 11	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
P.O. Box 95050 Henderson, NV 89009-5050	Homes			
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Construction agreement for water facilities	Tuscany Parcel 14	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Construction agreement for water facilities	Tuscany Parcel 15	\$0.00
Las Vegas Valley Water District 1001 South Valley View Las Vegas, NV 89153	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service.	Rhodes Ranch Parcel 20 Unit 1	\$0.00
Las Vegas Valley Water District 1001 South Valley View Las Vegas, NV 89153	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Rhodes Ranch Parcel 20 Unit 2	\$0.00
Las Vegas Valley Water District 1001 South Valley View Las Vegas, NV 89153	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Rhodes Ranch Parcel 10 Unit 11	\$0.00
Las Vegas Valley Water District 1001 South Valley View Las Vegas, NV 89153	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Rhodes Ranch Parcel 12	\$0.00
Las Vegas Valley Water District 1001 South Valley View Las Vegas, NV 89153	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Rhodes Ranch Parcel 14	\$0.00
Las Vegas Valley Water District 1001 South Valley View Las Vegas, NV 89153	Rhodes Design and Water supply			

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
District 1001 South Valley View Las Vegas, NV 89153	Development Corporation/Rhodes Homes	agreement and/or application for water service		
Las Vegas Valley Water District 1001 South Valley View Las Vegas, NV 89153	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Spanish Hills	\$0.00
Las Vegas Valley Water District 1001 South Valley View Las Vegas, NV 89153	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Spanish Hills	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 6A	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 10	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 11	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 12	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development	Water supply agreement and/or application for water service	Tuscany Parcel 14	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Corporation/Rhodes Homes	application for water service		
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 15	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 16	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 17	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 18	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 19	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 23	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 24	\$0.00
City of Henderson Dept of Utility Services 240 Water Street P.O. Box 95050 Henderson, NV 89009-5050	Rhodes Design and Development Corporation/Rhodes Homes	Water supply agreement and/or application for water service	Tuscany Parcel 25	\$0.00
Nevada Power 6226 West Sahara Avenue Las Vegas, Nevada 89146	Rhodes Design and Development Corporation/Rhodes Homes	Feeder line agreement	Rhodes Ranch RR2 MPA 90777	\$0.00
Nevada Power 6226 West Sahara Avenue Las Vegas, Nevada 89146	Rhodes Design and Development Corporation/Rhodes Homes	Feeder line agreement	Rhodes Ranch RR3 MPA 175637	\$0.00
Nevada Power 6226 West Sahara Avenue Las Vegas, Nevada 89146	Rhodes Design and Development Corporation/Rhodes Homes	Feeder line agreement	Palm Hills MPA 84071	\$0.00
Nevada Power 6226 West Sahara Avenue Las Vegas, Nevada 89146	Rhodes Design and Development Corporation/Rhodes Homes	Feeder line agreement	Tuscany 172531	\$0.00
Nevada Power 6226 West Sahara Avenue Las Vegas, Nevada 89146		Feeder line agreement	Tuscany 177546	\$0.00
Health Plan of Nevada P. O. Box 15645 Las Vegas, NV 89114-5645	Rhodes Design and Development Corporation/Rhodes Homes	Health insurance agreement		\$0.00
Ceridian	Rhodes Design and	Cobra and HIPPA		\$0.00

CONTRACT COUNTER- PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
3201 34 th Street South St. Petersburg, FL 33711	Development Corporation/Rhodes Homes	services		
American Family Life Assurance Company (AFLAC) 2990 Sunridge Heights Pkwy Suite 140 Henderson, NV 89052	Rhodes Design and Development Corporation/Rhodes Homes	Reimbursement services agreement		\$0.00
Sage Software, Inc. 15195 NW Greenbrier Pkwy Beaverton, OR 97006	Rhodes Design and Development Corporation/Rhodes Homes	Software license agreement		\$0.00
Builder MT 200 Union Boulevard Suite 500 Lakewood, CO 80228	Rhodes Design and Development Corporation/Rhodes Homes	Software license agreement		\$0.00
Builder 1440, Inc. 2000 W. 41 st Street Baltimore, MD 21211	Rhodes Design and Development Corporation/Rhodes Homes	Software license agreement		\$0.00
BNA P.O. Box 17009 Baltimore, MD 21297-1009	Rhodes Design and Development Corporation/Rhodes Homes	Software license agreement		\$0.00
ICB Consulting, Inc. 2855 N. Speer Suite #B Denver, CO 80211	Rhodes Design and Development Corporation/Rhodes Homes	Software license agreement (Crystal Reports)		\$0.00
Strata Systems LC PO Box 91358 Austin, TX 78709-1358	Rhodes Design and Development Corporation/Rhodes Homes	Software license agreement (Punchlist Manager)		\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, NV 89511-1137 Microsoft Corporation One Microsoft Way Redmond, WA 98052	Homes	Rhodes Design and Development Corporation/Rhodes Homes	Software license agreement/volume licensing program	\$0.00
De Lage Landen Financial Services, Inc. 1111 Old Eagle School Road Wayne, PA 19087	Rhodes Design and Development/Rhodes Homes	Rhodes Design and Development/Rhodes Homes	Loan Agreement	\$0.00
Symantec P.O. Box 202475 Dallas, TX 75320	Rhodes Design and Development/Rhodes Homes	Rhodes Design and Development/Rhodes Homes	Software license agreement (Create-a-check)	\$0.00
Oracle 556 Confluence Avenue Murray, UT 84123	Rhodes Ranch Limited Partnership/Rhodes Homes	Rhodes Ranch Limited Partnership/Rhodes Homes	Declaration of CC&Rs	\$0.00
	Rhodes Design and Development/Rhodes Homes	Rhodes Ranch	Declaration of CC&Rs	\$0.00
		Tuscany		

RHODES ARIZONA CONTRACTS TO BE ASSUMED AND ASSIGNED TO THE RHODES ENTITIES

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
UJNS Electric, Inc. (UniSource Services) 2498 Airway Ave Kingman, AZ 86409	Rhodes Homes Arizona, LLC	Extension of power distribution line	Golden Valley Ranch, Mohave County, AZ	\$0.00
Slater Hanifan Group, Inc. 5740 South Arville St. #216 Las Vegas, NV	Rhodes Homes Arizona, LLC	Master Consulting and Professional Services Agreement	Golden Valley Ranch, Mohave County, AZ	\$0.00
Utilities Inc. 2335 Sanders Rd Northbrook, IL 60062-6108	Rhodes Homes Arizona, LLC	Provision of water service	Golden Valley Ranch, Mohave County, AZ	\$0.00
Arizona Corporation Commission Utilities Division 1200 West Washington Phoenix, AZ 85007-2996	Rhodes Homes Arizona, LLC	Approval for master plan	Golden Valley Ranch, Mohave County, AZ	\$0.00
Arizona Department of Water Resources 3550 N. Central Ave. Phoenix, AZ 85012	Rhodes Homes Arizona, LLC	Proof of adequate water supply	Golden Valley Ranch, Mohave County, AZ	\$0.00
Arizona Department of Environmental Quality Phoenix Main Office 1110 W. Washington St. Phoenix, AZ 85007	Rhodes Homes Arizona, LLC	Water and sewer master plan for Pravada	Golden Valley Ranch, Mohave County, AZ	\$0.00
County of Mohave Development Services Attn: Nicholas S. Hont, PE 3675 E. Andy Devine Ave Kingman, AZ 86401	Rhodes Homes Arizona, LLC	Development agreement/specific zoning agreement	Golden Valley Ranch, Mohave County, AZ	\$0.00

CONTRACT COUNTER-PARTY NAME & SERVICE ADDRESS	DEBTOR	TYPE OF CONTRACT	PROJECT/DEVELOPMENT	CURE AMOUNT (LESS RETAINER OR DEPOSIT)
Mohave County Development Services Attn: Nicholas S. Hont, PE 3675 E. Andy Devine Ave Kingman, AZ 86401	Rhodes Homes Arizona, LLC	Off-Site Improvement Agreement	Mohave Co, AZ – Golden Valley Ranch Phase 1 Grading #B06-01258K	\$0.00
Lexon Insurance Company Bond Safeguard Insurance Company 1919 S Highland Dr. Bldg. A Suite 300 Lombard, IL 60148	Rhodes Homes Arizona, LLC	Bond	Bond # 5022081 (Mohave AZ – golden Valley Ranch Phase 1 Grading)	\$0.00

Exhibit H

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA
SOUTHERN DIVISION

In re:

THE RHODES COMPANIES, LLC,
aka "Rhodes Homes," *et al.*,

Debtors. ¹

Case No. 09-14814-LBR
(Jointly Administered)

Chapter 11

**CLASS A-1/CLASS C-2 BALLOT FOR ACCEPTING OR
REJECTING PLAN OF REORGANIZATION**

The First Lien Steering Committee filed its Second Amended Modified Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code for The Rhodes Companies, LLC, *et al.* (the "Plan") in the above-referenced cases on November 23, 2009. The Bankruptcy Court has approved the Disclosure Statement for the Plan (the "Disclosure Statement"), which provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you do not have a Disclosure Statement, you may obtain a copy on the web by visiting www.ommimgt.com/rhodes or by calling Omni Management at (866) 989-6144.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your First Lien Lender Secured Claim has been placed in Class A-1 under the Plan. Your First Lien Lender Deficiency Claim has been placed in Class C-2 under the Plan.

If your Ballot is not received by 4:00 p.m. (prevailing Pacific Time) on or before January 4, 2010, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

The Ballot is neither a Proof of Claim form, nor an admission by the First Lien Steering Committee or the above-captioned Debtors of the nature, validity or amount of your Claims. The Plan can be confirmed by the Bankruptcy Court if it is accepted by the Holders of at least two-thirds in dollar amount and more than one-half in number of Claims that actually vote in each Impaired Class of Claims voting on the Plan. If

¹ The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20 LLC (Case No. 09-14848); Tuscany Acquisitions IV LLC (Case No. 09-14849); Tuscany Acquisitions III LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Overflow, LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, LLC (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if it finds that the Plan accords fair and equitable treatment to the Class rejecting it and satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote count, you must complete, sign and return this Ballot.

The undersigned, the Holder of a Class A-1 Claim against one of the above captioned Debtors in the unpaid amount of \$ _____,

(Check Only One Box)

ACCEPTS THE PLAN	<input type="checkbox"/>	REJECTS THE PLAN	<input type="checkbox"/>
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The undersigned, the Holder of a Class C-2 Claim against one of the above captioned Debtors in the unpaid amount of \$ _____,

(Check Only One Box)

ACCEPTS THE PLAN	<input type="checkbox"/>	REJECTS THE PLAN	<input type="checkbox"/>
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If you voted above (regardless of whether you voted to accept or reject the Plan), you may check the box below to opt in to the release provisions contained in Article VIII.F of the Plan. **IF YOU VOTED ABOVE EITHER TO ACCEPT OR REJECT THE PLAN AND YOU ELECT TO OPT IN TO THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED THE FIRST LIEN LENDERS (AS DEFINED IN THE PLAN) THAT ALSO OPTED IN TO THE RELEASE PROVISIONS IN ARTICLE VIII.F OF THE PLAN FROM ANY AND ALL CAUSES OF ACTION (AS DEFINED IN THE PLAN) SOLELY TO THE EXTENT PROVIDED FOR IN THE PLAN AND YOU WILL RECEIVE A CORRESPONDING RELEASE FROM THE OTHER FIRST LIEN LENDERS THAT OPTED IN TO THE RELEASE PROVISIONS OF ARTICLE VIII.F OF THE PLAN.**

Opt In to the release provisions.

DATED: _____, 20____

Name of Creditor: _____

By: _____

Print Name of Signatory: _____

Title: _____

Address: _____

Telephone: _____

PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT PROMPTLY TO:

If By U.S. Mail, Hand Delivery, Or Overnight Delivery:	The Rhodes Companies, LLC Omni Management Group Attn: Brian Osborne 16161 Ventura Blvd. Suite C, PMB 477 Encino, CA 91436
If By Email:	Nova@omnimgt.com
If By Fax:	(818) 783-2737

**IN ORDER TO HAVE YOUR VOTE COUNT, THIS BALLOT MUST BE RECEIVED BY
4:00 P.M. (PREVAILING PACIFIC TIME) ON JANUARY 4, 2010.**

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. Subject to entry of the Confirmation Order, to the extent a Holder of one or more First Lien Lender Claims also holds one or more Second Lien Lender Claims, if such Holder votes in favor of the Plan on account of its First Lien Lender Claim(s), the Holder shall be deemed to vote in favor of the Plan on account of its Second Lien Lender Claim(s) regardless of whether the Holder actually votes its Second Lien Lender Claim(s) in favor of the Plan.
2. The First Lien Steering Committee is soliciting the votes of Holders of Claims with respect to the Plan referred to in the Disclosure Statement (a copy of which is being transmitted to you along with the Ballot). All capitalized terms used in the Ballot or voting instructions but not otherwise defined therein shall have the meaning ascribed to them in the Plan, the Disclosure Statement or the Solicitation Procedures Order, a copy of which also accompanies the Ballot.
3. The Bankruptcy Court may confirm the Plan and thereby bind you if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in each Impaired Class voting on the Plan. Please review the Disclosure Statement for more information.
4. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in the Ballot; and (c) sign and return the Ballot to the postal address, email address or fax number set forth in the Ballot. The Voting Deadline is 4:00 p.m. (prevailing *Pacific Time*) on January 4, 2010.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the First Lien Steering Committee determines otherwise. The method of delivery of Ballots to the Claims and Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Solicitation Agent actually receives the executed Ballot. Instead of effecting delivery by mail, email or fax, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. No Ballot should be sent to the Debtors, the Debtors' financial or legal advisors, the First Lien Steering Committee or the First Lien Steering Committee's financial or legal advisors.
6. If multiple Ballots are received from an individual Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the First Lien Steering Committee, the Debtors, nor the Claims and Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
8. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission of a Claim.
9. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with that Entity and the capacity in which you are signing. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

10. If you hold Claims in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you received.
11. You must vote all of your Claims within a particular Plan Class either to accept or reject the Plan and may not split your vote.
12. Any Ballot that is properly completed and executed that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.
13. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan:
(a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of a Claim; (b) any Ballot cast by an Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any Ballot cast for a Claim scheduled as unliquidated, contingent or disputed for which no Proof of Claim was timely Filed; (d) any unsigned Ballot; (e) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; and (f) any Ballot submitted by any party not entitled to vote pursuant to the Solicitation Procedures.
14. If you believe you have received the wrong Ballot, please contact the Claims and Solicitation Agent immediately.

PLEASE MAIL YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT
OR THE VOTING PROCEDURES,
PLEASE CALL THE CLAIMS AND SOLICITATION AGENT AT (866) 989-6144 OR
CONTACT BRIAN OSBORNE AT BOSBORNE@OMNIMGT.COM.

Exhibit I

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA
SOUTHERN DIVISION**

In re:

THE RHODES COMPANIES, LLC,
aka "Rhodes Homes," *et al.*,

Debtors.¹

Case No. 09-14814-LBR
(Jointly Administered)

Chapter 11

**CLASS A-2/C-3 BALLOT FOR ACCEPTING OR
REJECTING PLAN OF REORGANIZATION**

The First Lien Steering Committee filed its Second Amended Modified Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code for The Rhodes Companies, LLC, *et al.* (the "Plan") in the above-referenced cases on November 23, 2009. The Bankruptcy Court has approved the Disclosure Statement for the Plan (the "Disclosure Statement"), which provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you do not have a Disclosure Statement, you may obtain a copy on the web by visiting www.omnimgt.com/rhodes or by calling Omni Management at (866) 989-6144.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Second Lien Lender Secured Claim has been placed in Class A-2 under the Plan. Your Second Lien Lender Deficiency Claim has been placed in Class C-3 under the Plan.

If your Ballot is not received by 4:00 p.m. (prevailing Pacific Time) on or before January 4, 2010, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

The Ballot is neither a Proof of Claim form, nor an admission by the First Lien Steering Committee or the above-captioned Debtors of the nature, validity or amount of your Claims. The Plan can be confirmed by the Bankruptcy Court if it is accepted by the Holders of at least two-thirds in dollar amount and more than one-half in number of Claims that actually vote in each Impaired Class of Claims voting on the Plan. If the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if it

¹ The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20 LLC (Case No. 09-14848); Tuscany Acquisitions IV LLC (Case No. 09-14849); Tuscany Acquisitions III LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Overflow, LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, LLC (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

finds that the Plan accords fair and equitable treatment to the Class rejecting it and satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote count, you must complete, sign and return this Ballot.

The undersigned, the Holder of a Class A-2 Claim against one of the above captioned Debtors in the unpaid amount of \$ _____,

(Check Only One Box)

ACCEPTS THE PLAN	<input type="checkbox"/>	REJECTS THE PLAN	<input type="checkbox"/>
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The undersigned, the Holder of a Class C-3 Claim against one of the above captioned Debtors in the unpaid amount of \$ _____,

(Check Only One Box)

ACCEPTS THE PLAN	<input type="checkbox"/>	REJECTS THE PLAN	<input type="checkbox"/>
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DATED: _____, 20____

Name of Creditor: _____

By: _____

Print Name of Signatory: _____

Title: _____

Address: _____

Telephone: _____

PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT PROMPTLY TO:

If By U.S. Mail, Hand Delivery, Or Overnight Delivery:	The Rhodes Companies, LLC Omni Management Group Attn: Brian Osborne 16161 Ventura Blvd. Suite C, PMB 477 Encino, CA 91436
If By Email:	Nova@omnimgt.com
If By Fax:	(818) 783-2737

**IN ORDER TO HAVE YOUR VOTE COUNT, THIS BALLOT MUST BE RECEIVED BY
4:00 P.M. (PREVAILING PACIFIC TIME) ON JANUARY 4, 2010.**

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The First Lien Steering Committee is soliciting the votes of Holders of Claims with respect to the Plan referred to in the Disclosure Statement (a copy of which is being transmitted to you along with the Ballot). All capitalized terms used in the Ballot or voting instructions but not otherwise defined therein shall have the meaning ascribed to them in the Plan, the Disclosure Statement or the Solicitation Procedures Order, a copy of which also accompanies the Ballot.
2. The Bankruptcy Court may confirm the Plan and thereby bind you if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in each Impaired Class voting on the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in the Ballot; and (c) sign and return the Ballot to the postal address, email address or fax number set forth in the Ballot. The Voting Deadline is 4:00 p.m. (prevailing *Pacific Time*) on January 4, 2010.
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5. If multiple Ballots are received from an individual Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
6. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the First Lien Steering Committee, the Debtors, nor the Claims and Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
7. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission of a Claim.
8. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with that Entity and the capacity in which you are signing. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
9. If you hold Claims in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you received.
10. You must vote all of your Claims within a particular Plan Class either to accept or reject the Plan and may not split your vote.

11. Any Ballot that is properly completed and executed that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.
12. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan:
(a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of a Claim; (b) any Ballot cast by an Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any Ballot cast for a Claim scheduled as unliquidated, contingent or disputed for which no Proof of Claim was timely Filed; (d) any unsigned Ballot; (e) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; and (f) any Ballot submitted by any party not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received the wrong Ballot, please contact the Claims and Solicitation Agent immediately.

PLEASE MAIL YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT
OR THE VOTING PROCEDURES,**

**PLEASE CALL THE CLAIMS AND SOLICITATION AGENT AT (866) 989-6144 OR
CONTACT BRIAN OSBORNE AT BOSBORNE@OMNIMGT.COM.**

Exhibit J

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA
SOUTHERN DIVISION

In re:

THE RHODES COMPANIES, LLC,
aka "Rhodes Homes," *et al.*,

Debtors.¹

Case No. 09-14814-LBR
(Jointly Administered)

Chapter 11

**CLASS C-1 BALLOT FOR ACCEPTING OR
REJECTING PLAN OF REORGANIZATION**

The First Lien Steering Committee filed its Second Amended Modified Plan of Reorganization Pursuant to chapter 11 of the Bankruptcy Code for The Rhodes Companies, LLC, *et al.* (the "Plan") in the above-referenced cases on November 23, 2009. The Bankruptcy Court has approved the Disclosure Statement for the Plan (the "Disclosure Statement"), which provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. If you do not have a Disclosure Statement, you may obtain a copy on the web by visiting www.omnimgt.com/rhodes or by calling Omni Management at (866) 989-6144.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class C-1 under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If your Ballot is not received by 4:00 p.m. (prevailing Pacific Time) on or before January 4, 2010, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

The Ballot is neither a Proof of Claim form, nor an admission by the First Lien Steering Committee or the above-captioned Debtors of the nature, validity or amount of your Claims. The Plan can be confirmed by the Bankruptcy Court if it is accepted by the Holders of at least two-thirds in dollar amount and more than one-half in number of Claims that actually vote in each Impaired Class of Claims voting on the Plan. If

¹ The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20 LLC (Case No. 09-14848); Tuscany Acquisitions IV LLC (Case No. 09-14849); Tuscany Acquisitions III LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Overflow, LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, LLC (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

the requisite acceptances are not obtained, the Bankruptcy Court may nevertheless confirm the Plan if it finds that the Plan accords fair and equitable treatment to the Class rejecting it and satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote count, you must complete, sign and return this Ballot.

The undersigned, the Holder of a Class C-1 Claim against one of the above captioned Debtors in the unpaid amount of \$ _____,

(Check Only One Box)

ACCEPTS THE PLAN	<input type="checkbox"/>	REJECTS THE PLAN	<input type="checkbox"/>
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DATED: _____, 20____

Name of Creditor: _____

By: _____

Print Name of Signatory: _____

Title: _____

Address: _____

Telephone: _____

PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT PROMPTLY TO:

If By U.S. Mail, Hand Delivery, Or Overnight Delivery:	The Rhodes Companies, LLC Omni Management Group Attn: Brian Osborne 16161 Ventura Blvd. Suite C, PMB 477 Encino, CA 91436
If By Email:	Nova@ommimgt.com
If By Fax:	(818) 783-2737

**IN ORDER TO HAVE YOUR VOTE COUNT, THIS BALLOT MUST BE RECEIVED BY
4:00 P.M. (PREVAILING PACIFIC TIME) ON JANUARY 4, 2010.**

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The First Lien Steering Committee is soliciting the votes of Holders of Claims with respect to the Plan referred to in the Disclosure Statement (a copy of which is being transmitted to you along with the Ballot). All capitalized terms used in the Ballot or voting instructions but not otherwise defined therein shall have the meaning ascribed to them in the Plan, the Disclosure Statement or the Solicitation Procedures Order, a copy of which also accompanies the Ballot.
2. The Bankruptcy Court may confirm the Plan and thereby bind you if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in each Impaired Class voting on the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in the Ballot; and (c) sign and return the Ballot to the postal address, email address or fax number set forth in the Ballot. The Voting Deadline is 4:00 p.m. (prevailing *Pacific Time*) on January 4, 2010.
4. If a Ballot is received after the Voting Deadline, it will not be counted unless the First Lien Steering Committee determines otherwise. The method of delivery of Ballots to the Claims and Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Solicitation Agent actually receives the executed Ballot. Instead of effecting delivery by mail, email or fax, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. No Ballot should be sent to the Debtors, the Debtors' financial or legal advisors, the First Lien Steering Committee or the First Lien Steering Committee's financial or legal advisors.
5. If multiple Ballots are received from an individual Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
6. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the First Lien Steering Committee, the Debtors, nor the Claims and Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
7. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission of a Claim.
8. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with that Entity and the capacity in which you are signing. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
9. If you hold Claims in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you received.
10. You must vote all of your Claims within a particular Plan Class either to accept or reject the Plan and may not split your vote.

11. Any Ballot that is properly completed and executed that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.
12. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan:
(a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of a Claim; (b) any Ballot cast by an Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any Ballot cast for a Claim scheduled as unliquidated, contingent or disputed for which no Proof of Claim was timely Filed; (d) any unsigned Ballot; (e) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; and (f) any Ballot submitted by any party not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe you have received the wrong Ballot, please contact the Claims and Solicitation Agent immediately.

PLEASE MAIL YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT
OR THE VOTING PROCEDURES,**

**PLEASE CALL THE CLAIMS AND SOLICITATION AGENT AT (866) 989-6144 OR
CONTACT BRIAN OSBORNE AT BOSBORNE@OMNIMGT.COM.**

Exhibit K

The Rhodes Companies, LLC - U.S. Mail

Served 12/4/2009

Class C-1 Ballot
A AFFORDABLE STRIPING & SEALING LLC
ATTN: SHONDA DECKER
5795 S SANDHILL RD, SUITE F
LAS VEGAS, NV 89120

Class C-1 Ballot
A COMPANY, INC
ATTN: CRYSTAL M. HIEBERT
3975 S EAGLESON RD
BOISE, ID 83705

Class C-1 Ballot
ABC LOCKSMITH CORP.
3981 E. SUNSET ROAD
#E
LAS VEGAS, NV 89120

Class C-1 Ballot
ACCOUNTANTS, INC.
P.O. BOX 60000
SAN FRANCISCO, CA 94160

Class C-1 Ballot
ACCURATE BUILDING MAINTENANCE LLC
ATTN: TAMMY WIGHT
3062 SHERIDAN ST
LAS VEGAS, NV 89102

Class C-1 Ballot
ACUSHNET COMPANY
ATTN: ELLE MARTINS
P.O. BOX 965
FAIRHAVEN, MA 02719

Class A1/C2 Ballot
ADAM ZAUSMER
CREDIT SUISSE
ELEVEN MADISON AVENUE, 10TH FLOOR
NEW YORK, NEW YORK 10010

Class C-1 Ballot
AIR METHODS CORPORATION
ATTN: MARK R. KEENE
621 E. CARNEGIE DRIVE SUITE 210
SAN BERNARDINO, CA 92408-3536

Class C-1 Ballot
AIR QUALITY SERVICES OF NEVADA
SWANSON LAW FIRM, LLC
6787 W. TROPICANA AVE. SUITE #241
LAS VEGAS, NV 89103

Class C-1 Ballot
AL & BETH CARDAMONE
4689 LOMAS SANTA FE STREET
LAS VEGAS, NV 89147

Class C-1 Ballot
ALL AMERICAN CARPET CARE
2756 NORTH GREEN VALLEY PKWY #108
HENDERSON, NV 89014

Class C-1 Ballot
AMERICAN ASPHALT & GRADING CO.
3624 GOLDFIELD ST.
N. LAS VEGAS, NV 89032

Class C-1 Ballot
AMERICAN EXPRESS TRAVEL RELATED SERVICES CO
CORP CARD
C/O BECKETT AND LEE LLP
POB 3001
MALVERN PA 19355-0701

Class C-1 Ballot
AMERICAN INT'L SPECIALTY LINES INSURANCE CO ET
ATTN: MICHELLE A. LEVITT AUTHORIZED REP
COMMERCIAL INSURANCE BK COLLECTIONS
175 WATER STREET, 18TH FLOOR
NEW YORK, NY 10038

Class C-1 Ballot
AMERICAN SOILS ENGINEERING
C/O PEZZILLO ROBINSON
6750 VIA AUSTI PKWY STE 170
LAS VEGAS, NV 89119

Class C-1 Ballot
ANDRADE'S CLEANING CO.
798 A STREET
LAS VEGAS, NV 89106

Class A2/C3 Ballot
ANTARES
MELANIE MAREGANI
ANTARES CAPITAL CORP
201 MERRITT 7, PO BOX 5201
NORWALK, CT 06856-5201

Class C-1 Ballot
APPLE EXTERMINATING INC
2756 N GREEN VALLEY PKWY
STE-418
HENDERSON, NV 89014

Class C-1 Ballot
APPLE MASONRY, INC.
ATTN: SHARON K. APPLE
4547 N. RANCHO DR. #D
LAS VEGAS, NV 89130

Class C-1 Ballot
AR IRON LLC
ATTN: VICKIE SANTO
1425 ATHOL AVE.
HENDERSON, NV 89011

Class C-1 Ballot
ARIZONA LAND QUEST LLC
ATTN: JOHN GALL
8783 BRINDISI PARK AVE
LAS VEGAS, NV 89148

Class C-1 Ballot
ASHWORTH
FILE 51141
LOS ANGELES, CA 90074-1141

Class C-1 Ballot
atrium doors & windows of arizona
ATTN: CHRISTINE MCKENZIE
atrium COMPANIES, INC
3890 WEST NORTHWEST HWY #500
DALLAS, TX 75220

Class A2/C3 Ballot
ATTENTUS MANAGEMENT
YVETTE HAYNES
ATTENTUS CDO I, LTD
C/O THE BANK OF NEW YORK
601 TRAVIS STREET, 16TH FLOOR
HOUSTON, TX 77002

Class A2/C3 Ballot
AVENUE ADVISORS
KRISTEN REGA
AVENUE CLO FUND LTD
535 MADISON AVE., 15TH FLOOR
NEW YORK, NY 10022

Class A2/C3 Ballot
AVENUE ADVISORS
KRISTEN REGA
AVENUE CLO II LIMITED
535 MADISON AVE., 15TH FLOOR
NEW YORK, NY 10022

Class A2/C3 Ballot
AVENUE ADVISORS
KRISTEN REGA
AVENUE CLO III LTD
535 MADISON AVE., 15TH FLOOR
NEW YORK, NY 10022

The Rhodes Companies, LLC - U.S. Mail

Served 12/4/2009

Class C-1 Ballot
 B & F CONSTRUCTION INC.
 2735 SIMMONS ST. #100
 N LAS VEGAS, NV 89032

Class C-1 Ballot
 B.D. TRIM
 6270 KIMBERLY AVE. SUITE B
 LAS VEGAS, NV 89122-7655

Class C-1 Ballot
 BAIRD, WILLIAMS & GREER, LLP
 C/O DARYL M. WILLIAMS
 6225 N. 24TH STREET, SUITE 125
 PHOENIX, AZ 85016

Class C-1 Ballot
 BAIR'S CARPET VALLEY - C
 7465 WEST SUNSET ROAD
 SUITE 1200
 LAS VEGAS, NV 89113

Class C-1 Ballot
 BANCROFT, SUSA & GALLOWAY
 4713 E. CAMP LOWELL DRIVE
 TUCSON, AZ 85712

Class A2IC3 Ballot
 BANK OF NEW YORK
 PAUL CASACCIO
 OWS CLO I LTD
 C/O BANK OF NEW YORK MELLON
 101 BARCLAY STREET
 NEW YORK, NY 10266

Class A2IC3 Ballot
 BLACKROCK FINANCIAL MGMT
 LOAN PRODUCTS
 BLACKROCK SR INC SER IV
 C/O BLACKROCK FINANCIAL MANAGEMENT
 40 EAST 52ND STREET
 NEW YORK, NY 10022

Class A2IC3 Ballot
 BLACKROCK FINANCIAL MGMT
 LOAN PRODUCTS
 MAGNETITE V CLO LTD
 C/O BLACKROCK FINANCIAL MANAGEMENT
 NEW YORK, NY 10022

Class C-1 Ballot
 BOWMAN & BROOK, LLP
 2901 N CENTRAL AVE #1600
 PHOENIX, AZ 85012

Class C-1 Ballot
 BRAVO UNDERGROUND, INC.
 1183 CENTER POINT DRIVE
 HENDERSON, NV 89074

Class C-1 Ballot
 BROADBENT & ASSOCIATES, INC.
 ATTN: JON BELL
 8 WEST PACIFIC AVENUE
 HENDERSON, NV 89015

Class C-1 Ballot
 CABINET WEST DISTRIBUTORS
 ATTN: LARRY NEWTON
 150 CASSIA WAY SUITE 100
 HENDERSON, NV 89014

Class C-1 Ballot
 CABINETEC, INC
 ATTN: SHERI FOREMAN
 2711 EAST CRAIG RD, #A
 N LAS VEGAS, NV 89030

Class C-1 Ballot
 CABINETEC, INC
 ATTN: SHERI FOREMAN
 2711 EAST CRAIG RD, #A
 N LAS VEGAS, NV 89030

Class C-1 Ballot
 CABINETEC, INC
 ATTN: SHERI FOREMAN
 2711 EAST CRAIG RD, #A
 N LAS VEGAS, NV 89030

Class C-1 Ballot
 CABINETEC, INC.
 ATTN: TRACY L GOLDSACK
 2711 EAST CRAIG RD, #A
 NORTH LAS VEGAS, NV 89030

Class C-1 Ballot
 CALLAWAY GOLF COMPANY
 ATTN: DIANA SCHELIN
 2180 RUTHERFORD ROAD
 CARLSBAD, CA 92008

Class A2IC3 Ballot
 CAPITAL SOURCE
 ALEXANDER M. CHAVEZ
 DMD SPECIAL SITUATIONS FUNDING
 C/O CAPITALSOURCE TRS LLC
 4445 WILLARD AVE 12TH FLOOR
 CHEVY CHASE, MD 20815

Class A2IC3 Ballot
 CARLYLE
 KARI LICHMAN
 CARLYLE LOAN INVESTMENT LTD
 C/O BANK OF NEW YORK MELLON
 520 MADISON 41ST FLOOR
 NEW YORK, NY 10022

Class C-1 Ballot
 CATERPILLAR FINANCIAL SERVICES CORPORATION
 C/O SNELL & WILMER L.L.P.
 ATTN: ROBERT R. KINAS
 3883 HOWARD HUGHES PARKWAY, SUITE 1100
 LAS VEGAS, NV 89169

Class C-1 Ballot
 CENTRAL TELEPHONE COMPANY- NEVADA
 PO BOX 7971
 SHAWNEE MISSION, KS 66207-0971

Class C-1 Ballot
 CENTRAL TELEPHONE COMPANY- NEVADA
 PO BOX 7971
 SHAWNEE MISSION, KS 66207-0971

Class C-1 Ballot
 CENTRAL TELEPHONE COMPANY- NEVADA
 PO BOX 7971
 SHAWNEE MISSION, KS 66207-0971

Class C-1 Ballot
 CHAD & TANIA KEISER
 ATTN: TROY L. ISAACSON
 MADDOX, ISAACSON & CISNEROS, LLP
 3811 W. CHARLESTON BLVD., SUITE 110
 LAS VEGAS, NV 89102

Class C-1 Ballot
 CHARLES BAGLEY
 ATTN: TROY L. ISAACSON
 MADDOX, ISAACSON & CISNEROS, LLP
 3811 W. CHARLESTON BLVD., SUITE 110
 LAS VEGAS, NV 89102

Class C-1 Ballot
 CHARLES K. MOSLEY
 28 COLLECTON RIVER DRIVE
 HENDERSON, NV 89052

Class C-1 Ballot
 CHAVEZ CONSTRUCTION CLEAN UP
 ATTN: DAVID CHAVEZ
 2160 W. CHARLESTON BLVD. STE. M
 LAS VEGAS, NV 89102

The Rhodes Companies, LLC - U.S. Mail

Served 12/4/2009

Class C-1 Ballot CIT TECHNOLOGY FINANCING SERVICES, INC. ATTN: LESLIE BRUELAND BANKRUPTCY PROCESSING SOLUTIONS, INC. 800 E SONterra BLVD., SUITE 240 SAN ANTONIO, TX 78258	Class C-1 Ballot CLARK COUNTY TREASURER 500 S. GRAND CENTRAL PKY, 1ST FLR PO BOX 551220 LAS VEGAS, NV 89155-1220	Class C-1 Ballot CLASS OF PLANTIFF HOMEOWNERS, IN RE KITEC F C/O J. RANDALL JONES, ESQ. KEMP, JONES & COULTHARD, LLP 3800 HOWARD HUGHES PARKWAY, 17TH FLOOR LAS VEGAS, NV 89169
Class C-1 Ballot CM PAINTING INC. ATTN: CHASON MEMMOTT 10967 LAMPIONE ST LAS VEGAS, NV 89141	Class C-1 Ballot COLOR GAMUT DIGITAL IMAGING 1889 E. MAULE AVE UNIT J LAS VEGAS, NV 89119	Class C-1 Ballot CONEX INTERNATIONAL NEIL KATZ 548 BLUEBIRD CANYON DRIVE LAGUNA BEACH, CA 92651
Class C-1 Ballot CORBY D. ARNOLD, ESQ., PROFESSIONAL CORPORATION 2865 S. JONES BLVD., - SUITE A LAS VEGAS, NV 89146	Class A2/C3 Ballot CREDIT SUISSE SONIA VARGAS/OPS/NOTICES CREDIT SUISSE LOAN FUNDING LLC 11 MADISON AVE, 5TH FL NEW YORK, NY 10010	Class A1/C2 Ballot CREDIT SUISSE, CAYMAN ISLANDS BRANCH C/O VAN C. DURRER II & BERTRAND PAN SKADDEN, ARPS, SLATE, MEASHER & FLOM LLP 300 S. GRAND AVENUE, SUITE 3400 LOS ANGELES, CA 90071-3144
Class A2/C3 Ballot CS ALTERNATIVE CAPITAL MANAGEMENT AFSHAN AHMED atrium cdo C/O THE BANK OF NEW YORK 11 MADISON AVE NEW YORK, NY 10010	Class A2/C3 Ballot CS ALTERNATIVE CAPITAL MANAGEMENT AFSHAN AHMED CREDIT SUISSE ASSET MGMT SYND C/O THE BANK OF NEW YORK NEW YORK, NY 10010	Class A2/C3 Ballot CS ALTERNATIVE CAPITAL MANAGEMENT FARRAH ALVI CASTLE GARDEN FUNDING C/O THE BANK OF NEW YORK NEW YORK, NY 10010
Class A2/C3 Ballot CS ALTERNATIVE CAPITAL MANAGEMENT HOA LIEN MADISON PARK FUNDING II, LTD. C/O THE BANK OF NEW YORK NEW YORK, NY 10010	Class A2/C3 Ballot CS ALTERNATIVE CAPITAL MANAGEMENT MIMI SINGH atrium iv C/O THE BANK OF NEW YORK NEW YORK, NY 10010	Class A2/C3 Ballot CS ALTERNATIVE CAPITAL MANAGEMENT MIMI SINGH CSAM FUNDING IV C/O THE BANK OF NEW YORK NEW YORK, NY 10010
Class A2/C3 Ballot CS ALTERNATIVE CAPITAL MANAGEMENT MONIQUE CELESTINE MADISON PARK FUNDING I LTD C/O THE BANK OF NEW YORK NEW YORK, NY 10010	Class A2/C3 Ballot CSAM NILMIN HAIDERALI CSAM FUNDING I C/O THE BANK OF NEW YORK NEW YORK, NY 10010	Class C-1 Ballot CUSTOM HEARTH DISTRIBUTORS ATTN: CHRISTIAN LECATES P.O. BOX 335367 N. LAS VEGAS, NV 89033
Class C-1 Ballot CVEC, INC. PO BOX 3635 CHATSWORTH, CA 91313	Class C-1 Ballot DAN BRADLEY GLASS SHOP, INC. ATTN: JOY BRADLEY 4125 W DESERT INN RD LAS VEGAS, NV 89102	Class C-1 Ballot DAVID AND CHRISTINE FROHNER 11 ISLEWORTH DR. HENDERSON, NV 89052
Class C-1 Ballot DEAN & DUNN ROOFING 5385 SOUTH CAMERON SUITE 21 LAS VEGAS, NV 89118	Class C-1 Ballot DEL GROSSO FLOOR COVERING, INC. ATTN: JOSEPH TERRANA 3170 PONDEROSA WAY LAS VEGAS, NV 89118	Class C-1 Ballot DESERT PLASTERING LLC ATTN: HERMELINDA RODRIGUEZ 2602 LOSEE ROAD NORTH LAS VEGAS, NV 89030
Class A2/C3 Ballot DEUTSCHE ASSET MGMT / SCUDER CLO ADMINISTRATION GENESIS CLO 2007-3 LTD. C/O DEUTSCHE BANK 1761 E. ST. ANDREW PLACE SANTA ANA, CA 92705	Class C-1 Ballot DEVELOPMENT PLANNING & FINANCING GROUP, INC. ATTN: TAMMY SCOFIELD DPFG, INC. 27127 CALLE ARROYO, STE 1910 SAN JUAN CAPISTRANO, CA 92675	Class A2/C3 Ballot DMD SPECIAL SITUATIONS LLC ALEXANDER M. CHAVEZ DMD SPECIAL SITUATIONS, LLC C/O CAPITALSOURCE TRS LLC 4445 WILLARD AVE 12TH FLOOR CHEVY CHASE, MD 20815

The Rhodes Companies, LLC - U.S. Mail

Served 12/4/2009

Class C-1 Ballot
 DON'S OFFICE PRODUCTS
 ATTN: BRIAN E. HARRIS
 216 N. 5TH STREET
 KINGMAN, AZ 86401

Class C-1 Ballot
 DOUBLE A ELECTRIC, LLC
 C/O BANKRUPTCY LAW CENTER, LLC
 1100 S. 10TH STREET
 LAS VEGAS, NV 89104

Class C-1 Ballot
 DR DRYWALL & PAINT TOO, LLC
 ATTN: JOHN P. REYNOLDS
 2408 SANTA CLARA DR.
 LAS VEGAS, NV 89104

Class C-1 Ballot
 DS WATER/SPARKLETT'S
 P.O. BOX 660579
 DALLAS, TX 75266-0579

Class C-1 Ballot
 DYNAMIC HEATING & AIR OF NEVADA, INC.
 ATTN: MICHAEL MAHONY
 3315 BIRCHER DRIVE
 LAS VEGAS, NV 89118

Class C-1 Ballot
 DYNAMIC PLUMBING SYSTEMS, INC. OF NEVADA
 ATTN: SUSAN BARKER
 4745 COPPER SAGE STREET
 LAS VEGAS, NV 89115

Class C-1 Ballot
 EAGLE PAINTING & DRYWALL
 ATTN: CYNTHIA STINE
 6225 HARRISON DRIVE, SUITE #1
 LAS VEGAS, NV 89120

Class C-1 Ballot
 EMBARQ COMMUNICATIONS, INC.
 PO BOX 219008
 KANSAS CITY, MO 64121-9108

Class C-1 Ballot
 ENERGY INSPECTORS (WREDCO)
 ATTN: BANKRUPTCY DESK/MANAGING AGENT
 8515 EDNA AVENUE
 SUITE 210
 LAS VEGAS, NV 89117

Class C-1 Ballot
 ENVIRONMENTAL MANAGEMENT
 SOLUTIONS
 1214 WIGWAM PKWY NO 100
 HENDERSON, NV 89074-8156

Class C-1 Ballot
 ENVISION CONCRETE, LLC
 ATTN: MANUEL A. DELTORO
 5656 REFERENCE ST.
 LAS VEGAS, NV 89122

Class C-1 Ballot
 FEDEX CUSTOMER INFORMATION SERVICE
 ATTN: WILLIAM B. SELIGSTEIN
 REVENUE RECOVERY/BANKRUPTCY
 3965 AIRWAYS BLVD, MODULE G, 3RD FLOOR
 MEMPHIS, TN 38116

Class C-1 Ballot
 FRANK RODRIGUEZ SERVICES, INC.
 3675 S. RAINBOW, NO 180
 LAS VEGAS, NV 89103

Class C-1 Ballot
 FRENCH BOUQUET FLOWER SH
 3285 E. TROPICANA AVE
 STE. A-
 LAS VEGAS, NV 89121

Class C-1 Ballot
 G.C. WALLACE, INC.
 ATTN: JAMES VANWOERKOM
 6655 SOUTH CIMARRON ROAD
 LAS VEGAS, NV 89113-2132

Class A2/C3 Ballot
 GENERAL ELECTRIC INV. CORP
 JAISY GEORGE
 GENERAL ELECTRIC CAPITAL CORP
 201 MERRITT 7, PO BOX 5201
 NORWALK, CT 06856-5201
 NORWALK, CT 06856-5201

Class C-1 Ballot
 GEO TEK, INC.
 ATTN: CHRISTOPHER AMEN
 6835 S. ESCONDIDO STREET, SUITE A
 LAS VEGAS, NV 89119-3832

Class C-1 Ballot
 GESCO NV
 1868 ANAMOR ST
 REDWOOD CITY, CA 94061

Class C-1 Ballot
 GOLDEN TRIANGLE DEVELOPMENT
 244 DARK FOREST AVE
 LAS VEGAS, NV 89123

Class C-1 Ballot
 GOLF VENTURES WEST
 S101 GATEWAY BLVD #18
 LAKELAND, FL 33811

Class C-1 Ballot
 GORDON & REES LLP
 275 BATTERY STREET #2000
 SAN FRANCISCO, CA 94111

Class C-1 Ballot
 GRAINGER
 P.O. BOX 419267
 KANSAS CITY, MO 64141-6267

Class C-1 Ballot
 GRANITE WORLD LTD LLC
 ATTN: JAMES BLASCO
 2630 E. LA MADRE WAY
 N, LAS VEGAS, NV 89081

Class C-1 Ballot
 GREAT BUNS BAKERY
 3270 E. TROPICANA AVE.
 LAS VEGAS, NV 89121

Class C-1 Ballot
 GREENSPUN MEDIA GROUP
 2280 CORPORATE CIRCLE SUITE 250
 HENDERSON, NV 89074

Class C-1 Ballot
 GREG NORMAN
 P.O. BOX 1036
 CHARLOTTE, NC 28201-1036

Class C-1 Ballot
 GUY EVANS CONTRACTOR SERVICES
 ATTN: KRISTIN OSWEILER, MASCO ADMINISTRATOR
 260 JIMMY ANN DRIVE
 DAYTONA BEACH, FL 32114

The Rhodes Companies, LLC - U.S. Mail

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Class C-1 Ballot
 HARSCH INVESTMENT PROPERTIES - NEVADA LLC
 C/O JANICE J BROWN
 LEWIS BRISBOIS
 400 SOUTH FOURTH ST., SUIT 500
 LAS VEGAS, NV 89101

Class C-1 Ballot
 HARTFORD FIRE INSURANCE COMPANY
 BANKRUPTCY UNIT, T-1-55
 HARTFORD PLAZA
 HARTFORD CT 0615

Class C-1 Ballot
 HELENA CHEMICAL CO,
 P.O. BOX 60000
 SAN FRANCISCO, CA 94160-3801

Class C-1 Ballot
 HOME DEPOT
 PO BOX 6031
 THE LAKES, NV 88901-6031

Class C-1 Ballot
 IAN ROSEN
 901 MOHAWK
 LAS VEGAS, NV 89107

Class C-1 Ballot
 IKON OFFICE SOLUTIONS
 ATTN: SHAUNDOLYN ROBERTSON - BANKRUPTCY
 ACCOUNTS RECEIVABLE CENTER
 3920 ARKWRIGHT RD - SUITE 400
 MACON, GA 31210

Class C-1 Ballot
 INSIGHT
 P. O. BOX 78825
 PHOENIX, AZ 85062-8825

Class C-1 Ballot
 INTEGRITY MASONRY, INC
 RICHARD DREITZER, ESQ.
 BULLIVANT, Houser & Bailey, PC
 3883 HOWARD HUGHES PKWY, NO. 550
 LAS VEGAS, NV 89169

Class C-1 Ballot
 INTERIOR SPECIALISTS, INC.
 C/O TAMALYN E. LEWIS
 RIDENOUR HIENTON & LEWIS
 201 N. CENTRAL AVE. #3300
 PHOENIX, AZ 85004

Class C-1 Ballot
 INTERSTATE PLUMBING & AIR CONDITIONING, LLC
 ATTN: BEVERLY WOLF
 7201 W. POST ROAD
 LAS VEGAS, NV 89113

Class C-1 Ballot
 INTREPID IRON, INC.
 3321 WESTERN AVENUE
 LAS VEGAS, NV 89109

Class C-1 Ballot
 IOVINO MASONRY
 ATTN: JERRY JORGENSEN
 9260 EL CAMINO ROAD
 LAS VEGAS, NV 89139

Class C-1 Ballot
 JACKPOT SANITATION SERVICES
 2440 MARCOS STREET
 LAS VEGAS, NV 89115

Class C-1 Ballot
 JAMES RHODES
 C/O BRETT A. AXELROD, ESQ.
 GREENBERG TRAURIG, LLP
 3773 HOWARD HUGHES PARKWAY, ST 400 NORTH
 LAS VEGAS, NV 89169

Class A2/C3 Ballot
 JEFFRIES CAPITAL
 JEREMY JOHNSON
 SUMMIT LAKE CLO LTD
 C/O JEFFRIES CAPITAL MANAGEMENT, INC.
 11100 SANTA MONICA BLVD., 11TH FL
 LOS ANGELES, CA 90025

Class A2/C3 Ballot
 JEFFRIES CAPITAL
 JEREMY JOHNSON
 VICTORIA FALLS CLO
 C/O JEFFRIES CAPITAL MANAGEMENT, INC.
 11100 SANTA MONICA BLVD., 11TH FL
 LOS ANGELES, CA 90025

Class C-1 Ballot
 JOBING.COM
 PO BOX 29386
 PHOENIX, AZ 85038-9386

Class C-1 Ballot
 JOHN PRINA
 6225 RACEL ST
 LAS VEGAS, NV 89131

Class C-1 Ballot
 JOHN RHODES
 2113 HILLSGATE ST
 LAS VEGAS, NV 89134

Class C-1 Ballot
 JS PEST CONTROL
 3157 N. RAINBOW BLVD. #568
 LAS VEGAS, NV 89108-4578

Class C-1 Ballot
 K. BRINKERHOFF ENTERPRISES
 6998 STONE MEADOWS AVENUE
 LAS VEGAS, NV 89142

Class C-1 Ballot
 K.H. LANDSCAPING
 ATTN: AMY HARRISON
 8370 W. CHEYENNE AVE. #109-301
 LAS VEGAS, NV 89129

Class A2/C3 Ballot
 KATONAH CAPITAL
 SCOTT HOLMES
 KATONAH IX CLO LTD
 C/O US BANK N.A.
 295 MADISON AVE, 6TH FLOOR
 NEW YORK, NY 10017

Class A2/C3 Ballot
 KATONAH CAPITAL
 SCOTT HOLMES
 KATONAH VII CLO LTD
 C/O US BANK N.A.
 295 MADISON AVE, 6TH FLOOR
 NEW YORK, NY 10017

Class A2/C3 Ballot
 KATONAH CAPITAL
 SCOTT HOLMES
 KOHLBERG CAPITAL FUNDING LLC 1
 C/O US BANK N.A.
 295 MADISON AVE, 6TH FLOOR
 NEW YORK, NY 10017

Class A2/C3 Ballot
 KATONAH CAPITAL
 STAN WONG
 KATONAH VII LTD
 C/O US BANK N.A.
 295 MADISON AVE, 6TH FLOOR
 NEW YORK, NY 10017

Class A2/C3 Ballot
 KINGSLAND CAPITAL
 TROY D. SIMMONS
 KINGSLAND I,LTD
 C/O THE BANK OF NEW YORK
 601 TRAVIS STREET, 17TH FLOOR
 HOUSTON, TX 77002

The Rhodes Companies, LLC - U.S. Mail

Served 12/4/2009

Class A2IC3 Ballot
 KINGSLAND CAPITAL
 TROY D. SIMMONS
 KINGSLAND II LTD.
 C/O THE BANK OF NEW YORK
 601 TRAVIS STREET, 17TH FLOOR
 HOUSTON, TX 77002

Class A2IC3 Ballot
 KINGSLAND CAPITAL
 TROY D. SIMMONS
 KINGSLAND III LTD.
 C/O THE BANK OF NEW YORK
 601 TRAVIS STREET, 17TH FLOOR
 HOUSTON, TX 77002

Class A2IC3 Ballot
 KINGSLAND CAPITAL
 TROY D. SIMMONS
 KINGSLAND IV, LTD.
 C/O THE BANK OF NEW YORK
 601 TRAVIS STREET, 17TH FLOOR
 HOUSTON, TX 77002

Class A2IC3 Ballot
 KINGSLAND CAPITAL
 TROY D. SIMMONS
 KINGSLAND V LTD.
 C/O THE BANK OF NEW YORK
 601 TRAVIS STREET, 17TH FLOOR
 HOUSTON, TX 77002

Class C-1 Ballot
 KOCH & SCOW, LLC
 11500 EASTERN AVENUE
 SUITE 110
 HENDERSON, NV 89052

Class C-1 Ballot
 LAGUNA GEOSCIENCES, INC.
 ANNE MCGRAW
 31655 SOUTH COAST HIGHWAY, SUITE A
 LAGUNA BEACH, CA 92651

Class C-1 Ballot
 LAMPS PLUS CENTENNIAL
 ATTN: ACCOUNTS RECEIVABLE
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 KINGMAN, AZ 86402-7000

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 ATTN: GREG SEANEY
 PO BOX 1045
 BULLHEAD CITY, AZ 86430-1045

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 8985 UNION GAP RD
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 7850 COLLECTIONS CENTER DRIVE
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 SAN DIEGO, CA 92128

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 ATTN: JAIME SHIPP - BANKRUPTCY DESK
 PO BOX 1498
 VICTORVILLE, CA 92393-1498

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 SOUTHWEST IRON WORKS, LLC
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 PO BOX 82034
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 PMB 458
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 9950 W. CHEYENNE AVENUE
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 TAIT & ASSOCIATES, INC.
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 7437 RACE RD.
 HANOVER, MD 21076

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 THE TIBERTI COMPANY
 ATTN: JELINDO TIBERTI
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 LAS VEGAS, NV 89118

Class C-1 Ballot
 THE TWT GROUP TWT, INC. (DBA THE WHEEL THING)
 DANIEL L. COATS
 11982 KIOWA AVE. #204
 LOS ANGELES, CA 90049

Class C-1 Ballot
 TOBACCO LEAF
 7175 W. LAKE MEAD BLVD #120
 LAS VEGAS, NV 89128

Class C-1 Ballot
 TRAVIS MATHEW APP
 15547 GRAHAM ST
 HUNTINGTON BEACH, CA 92649

Class C-1 Ballot
 TRITON GRADING & PAVING LLC
 4220 ARCATA WAY
 BLDG B SUITE 1
 N LAS VEGAS, NV 89030

Class C-1 Ballot
 TURF TECH
 806 BUCHANAN #115-276
 BOULDER CITY, NV 89005

Class C-1 Ballot
 TUSCANY MASTER ASSOCIATION
 C/O KIRBY C. GRUCHOW, JR., ESO.
 LEACH JOHNSON SONG & GRUCHOW
 5495 SOUTH RAINBOW BOULEVARD, SUITE 202
 LAS VEGAS, NV 89118

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 TYGRIS VENDOR FINANCE, INC. F/K/A
 U.S. EXPRESS LEASING, INC.
 ATTN: ANNETTE MCGOVERN
 10 WATerview BLVD.
 PARSIPPANY, NJ 07044

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 ATTN: CAROLINA VILLASCUESA
 TUCSON ELECTRIC POWER CO.-SCCS
 PO BOX 711
 TUCSON, AZ 85702

Class C-1 Ballot
 UNISOURCE ENERGY CORPORATION
 ATTN: CAROLINA VILLASCUESA
 TUCSON ELECTRIC POWER CO.-SCCS
 PO BOX 711
 TUCSON, AZ 85702

Class C-1 Ballot
 US FOODSERVICE
 P.O. BOX 3011
 LAS VEGAS, NV 89127-3011

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 9225 MANN STREET
 LAS VEGAS, NV 89138

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 VALLEY PIONEERS WATER
 5998 W. CHINO DRIVE
 GOLDEN VALLEY, AZ 85143

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 VAN KAMPEN DYNAMIC CREDIT OPPORTUNITIES FUN
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 OAKBROOK TERRACE, IL 60181

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MAC N9311-110
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C/O WILLIAMS & WIESE
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LAS VEGAS, NV 89101

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5520 STEPHANIE STREET
LAS VEGAS, NV 89122

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WESTERN SIGN & FLAG INC
4181W OQUENDO
LAS VEGAS, NV 89118

Class C-1 Ballot
WILLIS ROOF CONSULTING, INC.
ATTN: JOSEPH WILLIS
4755 WEST DEWEY DRIVE
LAS VEGAS, NV 89118

Creditors: 249